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COURT OF KING'S BENCH OF ALBERTA

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CALGARY

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

AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Gowling WLG (Canada) LLP
421 7 Ave SW Suite 1600
Calgary, AB T2P 4K9
Attn: Tom Cumming/Sam Gabor/Stephen Kroeger
Ph. 1 403 298 1946
Email: tom.cumming@gowlingwlg.com /
sam.gabor@gowlingwlg.com /
stephen.kroeger@gowlingwlg.com
File No.: A170537

AFFIDAVIT OF ERIC KOZA

Sworn on June 6, 2023

I, **Eric Koza**, of the City of New York in the State of New York, United States of America, **SWEAR
AND SAY THAT:**

1. I am the Chief Restructuring Officer (“**CRO**”) for Cyxtera Technologies, Inc. (“**CTI**”). I am also the CRO of Cyxtera Canada, LLC (“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (“**TRS ULC**”, and together and with Communications ULC, are “**Cyxtera Canada**”, and Cyxtera Canada together with Cyxtera LLC, the “**Debtors**”), and as such, have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be based upon information and belief, in which case I verily believe them to be true and accurate.
2. I have reviewed the business records maintained by the Debtors herein in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business. Where I do not have direct personal knowledge of matters deposed to herein, and my knowledge is derived from my review of the business records, I have attached relevant copies of those business records as exhibits to my Affidavit.
3. I have served as the CRO of CTI and the Debtors since May 5, 2023. I am authorized by the Debtors to swear this Affidavit. I have also sworn a declaration in support of voluntary petitions for relief under chapter 11 of title 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”, and the proceedings commenced by such petitions, the “**Chapter 11 Proceedings**”) filed by sixteen (16) Cyxtera entities, including CTI, the Debtors and other affiliates thereof (collectively, the “**Chapter 11 Debtors**”) with the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) and the first day motions within the Chapter 11 Proceedings (“**First Day Motions**”).
4. All references to dollar amounts contained herein are in United States dollars unless otherwise stated.

RELIEF REQUESTED

5. This affidavit is sworn in support of an application for certain relief pursuant to Part IV of the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”, and the proceedings commenced by this application being the “**Recognition Proceedings**”).
6. CTI seeks, among other things, the following relief:
 - (a) an order (the “**Initial Recognition Order**”) among other things:
 - (i) declaring that CTI is the “foreign representative” of the Debtors as defined in section 45(1) of the CCAA;
 - (ii) recognizing the Chapter 11 Proceedings commenced in the US Bankruptcy Court as “foreign main proceedings” of the Debtors for the purposes of Part IV of the CCAA;

- (iii) staying pursuant to section 48(1)(a), until the termination of the Chapter 11 Proceedings or until otherwise ordered by this Honourable Court, all proceedings taken or that might be taken against the debtor companies under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, or the *Winding-up and Restructuring Act*, RSC 1985, c W-11, as amended;
 - (iv) restraining, until the termination of the Chapter 11 Proceedings or until otherwise ordered by this Honourable Court, further proceedings in any action, suit or proceeding against the Debtors;
 - (v) prohibiting, until the termination of the Chapter 11 Proceedings or until otherwise ordered by this Honourable Court, the commencement of any action, suit or proceeding against the Debtors;
 - (vi) except as otherwise ordered by this Honourable Court, prohibiting the Debtors from selling or otherwise disposing of, outside the ordinary course of their businesses, any of the Debtors' property in Canada that relates to the business and prohibiting the Debtors from selling or otherwise disposing of any of their other property in Canada; and
 - (vii) granting such further and other Orders as this Honourable Court may deem appropriate;
- (b) an order (the “**Supplemental Recognition Order**”) among other things:
- (i) granting additional stays and protections in respect of the Debtors;
 - (ii) recognizing and enforcing certain first day orders of the US Bankruptcy Court in Canada;
 - (iii) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as information officer in respect of these proceedings (in such capacity, the “**Information Officer**”);
 - (iv) granting the Administration Charge (as defined below); and
 - (v) granting the Lenders Charge (as defined below); and
- (c) such further and other orders as this Honourable Court may deem appropriate.

THE PARTIES

7. CTI is a United States corporation incorporated pursuant to the laws of the State of Delaware with its head office in Coral Gables, Florida and its registered office in Wilmington, Delaware.

Attached as **Exhibit “A”** is a copy of the Delaware Certificate of Good Standing for CTI. CTI is the ultimate parent corporation of a group of companies operating under the tradename “Cyxtera” that are incorporated in the United States, Canada, United Kingdom, Germany, Australia, Japan, the Netherlands, Hong Kong, Singapore and the Cayman Islands, including the Debtors (collectively “**Cyxtera**” or the “**Cyxtera Group**”). An overview of the current organizational chart for the Cyxtera Group is attached hereto and marked as **Exhibit “B”**.

8. Cyxtera LLC is a United States limited liability corporation incorporated pursuant to the laws of the State of Delaware with its registered office in Wilmington, Delaware. Attached as **Exhibit “C”** is a copy of the Delaware Certificate of Good Standing for Cyxtera LLC. Its only activity is holding the shares in Communications ULC.
9. Communications ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of the Province of Alberta and has its registered in Calgary, Alberta. Communications ULC is extra-provincially registered in British Columbia, Ontario and Québec and carries on business in those provinces and in Alberta. Copies of the Alberta Corporate Registration System Corporate/Non-Profit Search, British Columbia Corporate Registry Search, Ontario Corporate Registry Search and Québec Corporate Registry Search for Communications ULC are attached hereto and marked collectively as **Exhibit “D”**. Cyxtera LLC is the sole shareholder of Communications ULC. Communications ULC was continued in Alberta on November 10, 2022 by way of continuance, having previously been incorporated federally under the name Cyxtera Communications Canada, Inc.
10. TRS ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of Alberta and has its registered office in Calgary, Alberta. A Copy of the Alberta Corporate Registration System Corporate/Non-Profit Search, TRS ULC is attached hereto and marked as **Exhibit “E”**. Communications ULC is the sole shareholder of TRS ULC.
11. On June 4, 2023 (the “**Petition Date**”), the Chapter 11 Debtors, consisting of CTI, the Debtors and the majority of the other members of the Cyxtera Group, each filed voluntary petitions commencing the Chapter 11 Proceedings with the US Bankruptcy Court. Attached hereto and marked as **Exhibit “F”** are certified copies of such petitions of the Debtors.
12. As part of the relief requested from the US Bankruptcy Court, the Chapter 11 Debtors filed approximately twenty motions with the US Bankruptcy Court in the Chapter 11 Proceedings for “first day orders” (collectively, the “**First Day Orders**”, and such motions, the “**First Day Motions**”), including motions seeking orders of the US Bankruptcy Court appointing CTI as foreign representative of the Debtors in these Recognition Proceedings (in such capacity, the “**Foreign Representative**”), authorizing the Chapter 11 Debtors to procedurally consolidate and jointly administer their Chapter 11 Proceedings, pay amounts owing to employees, critical suppliers and governmental bodies that had accrued prior to the Petition Date, authorizing the Debtors to continue their ordinary course cash management and accounting procedures and

approving debtor in possession, prior ranking secured financing. The Chapter 11 Debtors are continuing to operate their businesses and manage their properties in the ordinary course and as debtors-in-possession within the Chapter 11 Proceedings.

THE BUSINESS OF THE DEBTORS

A. Cyxtera's Business Operations and Services

13. Cyxtera is a leading global data center provider of:

- (a) retail colocation—the practice of renting space and power to customers to deploy their technology infrastructure including servers, storage, and security devices in an extremely resilient and highly connected environment;
- (b) interconnection services—the practice of connecting information technology equipment to a customer's network service providers; and
- (c) digital exchange services—the practice of offering customers additional resources including the ability to rent Cyxtera-owned servers or the ability to access partner-delivered products and software to help customers holistically manage their hybrid technology systems.

Cyxtera offers this advanced suite of services to more than 2,300 customers worldwide. Founded in 2017 and headquartered in Coral Gables, Florida, Cyxtera employs a global workforce of more than 600 employees worldwide and operates a footprint of more than sixty data centers in over thirty markets around the world, including in the United States, Canada, London, Amsterdam, Singapore, Tokyo, and Germany.

14. Cyxtera's global data center platform provides speed, scale, and agility for its customers' business demands by offering a complete suite of space, power, interconnection, bare metal and remote management solutions. Cyxtera's software-defined platform and highly interconnected ecosystem provides enterprises with the foundation they need to compete in today's digital world. Over 90 percent of Cyxtera's revenue is derived from recurring, fixed term customer contracts. Cyxtera's primary service are described below.

A.1 Cyxtera's Products and Services

15. *Colocation.* Cyxtera offers retail colocation services, including in Canada in four separate data centres in Vancouver, British Columbia, Mississauga and Markham, Ontario, and Montreal, Quebec (collectively, the "**Canadian Data Centres**"). Its colocation services provide customers space and power in reliable and secure data centres to host their critical applications and workloads in an integrated ecosystem. Colocation space and power services

are offered under fixed duration contracts (typically three years) and generate monthly recurring revenue.

16. Cyxtera also offers smart cabinets (“**SmartCabs**”), in certain of its markets, including in Canada, which are on-demand, dedicated colocation cabinets, complete with built-in power and integrated, configurable, core network fabric. SmartCabs allow customers to instantly deploy and dynamically configure their end-to-end colocation infrastructure in a cloud-like model with direct access to a robust ecosystem of technology and service providers.
17. *Interconnection.* Cyxtera enables enterprises, including in Canada, to obtain the benefits of fast networks, high-performance connections, and efficient, multi-network cloud-connect solutions by offering direct interconnection capabilities to global-reaching networks and major cloud providers. By providing direct connectivity to every major cloud provider through virtual and physical connections, Cyxtera avoids the volatility of the public internet, enabling enterprises to reduce network costs, increase bandwidth, and improve network performance and reliability.
18. *Enterprise Bare Metal.* For customers, including its Canadian customers, who do not own their own servers and other information technology equipment, Cyxtera Enterprise Bare Metal provides customers with on-demand access to Cyxtera-owned servers and information technology infrastructure that allows customers to consume Cyxtera’s data center services in a cloud-like fashion.
19. *Deployment and Other Support Services.* Cyxtera offers a variety of value-added services to help its customers, including its Canadian customers, streamline data center deployment. These services include custom data center installation and set-up, access to secure cages and cabinets, integrated structured cabling solutions, and the ability to deliver a turnkey environment. Deployment services are one-time in nature and generally billed at the time of completion or delivery. Cyxtera also offers infrastructure professionals that are available 24-7 to assist customers with routine management of their environments such as server reboots, telecommunications support, equipment racking and stacking, operating system loading, and backups of critical data.

A.2 Cyxtera’s Broad Global Presence

20. Cyxtera provides its colocation and related solutions to its customers through more than sixty data centers, the majority of which are leased, including the Canadian Data Centers. Cyxtera’s data center platform has a global footprint with data centers strategically located in twenty-three large metropolitan areas in North America, Europe, and Asia, comprising thirty-three distinct markets. The data centres are in close proximity to major business and financial hubs, core clusters of connectivity and a wide range of data center customers, including a diverse collection of global enterprises and leading hyperscale cloud providers. The global reach of

Cyxtera's data centre platform enables it to support global customers through multiple data centres across multiple markets and provides Cyxtera with market advantages over its smaller, regional competitors.

21. While Cyxtera's broad global footprint allows it to better serve its customers, certain individual data centers are unprofitable, and Cyxtera will use the Chapter 11 Proceedings to either renegotiate or reject those leases to allow it to emerge a leaner, more profitable business. Cyxtera has not sought to disclaim any of the leases for the Canadian Data Centres within the First Day Motions.

A.3 Cyxtera's Customers

22. Cyxtera has more than 2,300 customers across all major industry verticals, including: (i) retail; (ii) transport and logistics; (iii) manufacturing and natural resources; (iv) healthcare; (v) business services; (vi) media and content; (vii) banking and securities (viii) network service providers; and (ix) cloud and information technology services. Cyxtera's customer base is comprised of approximately 90 percent private and public industry leading enterprises—companies that generate at least one billion dollars in revenue and/or have more than one thousand employees—and 10 percent small businesses.
23. Cyxtera generates its customer base through promotions and specials for existing and new customers, as well as through a channel-led sales model that leverages third-party partners located around the world to engage in referrals, resales or strategic alliances with respect to Cyxtera's products and services. On average, direct sales to end-users make up approximately 75 percent of Cyxtera's total bookings. Cyxtera generates these direct sales using Cyxtera-employed salespersons and sales agents who offer certain promotions and special incentives. Indirect sales and promotions via channel partners make up approximately 25 percent of total bookings.

A.4 General Corporate History

24. Cyxtera was founded in 2017 by affiliates of private equity firms BC Partners and Medina Capital for the purpose of acquiring the data center and colocation business of Lumen Technologies, Inc. ("**Lumen**"). Lumen's data center portfolio consisted of high-quality, well-located, scaled, and well-maintained data center assets that were under-optimized as a relatively small business unit with a large telecommunications carrier focused on its core networking business. Cyxtera regarded the acquisition as an opportunity to transform Lumen's assets into a next generation carrier-neutral global data center platform.
25. Notwithstanding that there are over thirty different U.S. and foreign incorporations companies in the Cyxtera Group, the group is managed, operated and financed as a consolidated entity. Examples of this consolidated structure include the following:

- (a) the senior management, control and head office functions of the Cyxtera Group are concentrated in the Coral Gables, Florida headquarters;
 - (b) the Cyxtera Group's equity financing was carried out through an initial public offering on the Nasdaq stock exchange on September 14, 2020 by Starboard Value Acquisition Corp., which is now CTI, and raised gross proceeds of \$360 million and thereafter raised additional financing (described in more detail below);
 - (c) the Cyxtera Group has obtained its debt financing through first lien loan facilities and a bridge facility in favour of Cyxtera DC Holdings, Inc., and the proceeds of the financing were and are utilized throughout the Cyxtera Group on an as needed basis (which is described in more detail below);
 - (d) the accounting systems and external reporting are on a consolidated basis and managed from the Coral Gables headquarters;
 - (e) all cash and bank accounts for the Cyxtera Group are centrally managed through the Coral Gables headquarters by a cash management system (which is described in more detail below);
 - (f) the accounts receivable collections and payables disbursements of the Cyxtera Group are managed centrally at its Coral Gables headquarters; and
 - (g) the sales and customer interfaces are centrally managed out of the Coral Gables headquarters.
26. On May 1, 2017, with the completion of the acquisition, and in combination with Medina Capital's security and data analytics colocation business, Cyxtera was born. Cyxtera's management team took the underutilized assets and improved the business by developing Cyxtera's existing infrastructure through strategic investments in the platform, including by adding sellable capacity based on customer demand, broadening the scope of Cyxtera's interconnection offerings to further drive the carrier-neutral advantages of the platform, adding new service provider developments, and developing innovative bare-metal offerings.
27. On November 14, 2019, Starboard Value Acquisition Corp. ("SVAC") was incorporated in Delaware as special purpose acquisition vehicle (or SPAC) for the purpose of effectuating a merger, capital stock exchange, asset acquisition, or other business combination with one or more businesses. On September 14, 2020, SVAC completed its initial public offering ("IPO") on the Nasdaq stock exchange (NASDAQ: SVAC), issuing approximately thirty-six million units of class A common stock at \$10.00 per unit. Simultaneously with the closing of the IPO, SVAC completed a private placement of an aggregate of 6,133,333 warrants to SVAC Sponsor LLC, at a purchase price of \$1.50 per warrant.

28. On February 21, 2021, SVAC entered into subscription agreements with Fidelity Management & Research Company LLC and clients of Starboard Value LP (collectively, the “**PIPE Investors**”), pursuant to which, among other things, SVAC agreed to issue and sell in a private placement, an aggregate of twenty-five million shares of Class A common stock to the PIPE Investors, for a purchase price of \$10.00 per share (the “**PIPE Investment**”).
29. On July 29, 2021, SVAC consummated its business combination (the “**de-SPAC**”) with Cyxtera Technologies, Inc. (now known as Cyxtera Technologies, LLC) (“**Legacy Cyxtera**”). As a result of the de-SPAC, Legacy Cyxtera became a wholly-owned subsidiary of SVAC and SVAC changed its name to Cyxtera Technologies, Inc (NASDAQ: CYXT). Upon completion of the de-SPAC, the Company received proceeds of approximately \$654 million, including \$250 million on account of the PIPE Investment. The proceeds of the de-SPAC, including the PIPE Investment, were used for general corporate purposes, retirement of certain outstanding funded indebtedness, and payment of expenses incurred in connection with the de-SPAC.
30. As a result of the service offerings and strategic partnerships described above, Cyxtera has become a global leader in data center colocation and interconnection services. Today, Cyxtera’s platform consists of over 40,000 physical and virtual cross-connects, more than 300 network service providers, more than 1,400 networks and low latency connectivity to major public cloud zones from virtually all of its data centers.

CANADIAN OPERATIONS AND FACILITIES

Corporate Structure

31. Cyxtera entered the Canadian market to create and expand market share in Canada’s largest markets. Cyxtera Canada are the only entities within the group of Chapter 11 Debtors which have assets in Canada.
32. TRS ULC is a holding company which was incorporated in 2022 in Alberta by Cyxtera for the purpose of achieving favourable flow through tax outcomes for Cyxtera’s Canadian operations. TRS ULC does not have operations in Canada. TRS ULC does not carry on business and has no assets or liabilities.
33. Communications ULC was originally incorporated federally as Cyxtera Communications Canada Inc. to be Cyxtera’s Canadian operating entity. It was then continued on in Alberta as an unlimited liability corporation for taxation benefits. Communications ULC operates the Canadian Data Centres. The Canadian Data Centres are purpose built technology hubs that offer on-demand infrastructure solutions to Cyxtera’s Canadian customers. The Canadian Data Centres are each leased by Communications ULC under four separate lease agreements

with four separate landlords. Communications ULC owes approximately \$550,000 on account of the June rent for the data centres in Canada.

34. Communications ULC employs approximately seventeen (17) employees in Canada which maintain the Canadian Data Centres and its employees job titles are Site Manager, Operations Lead, Electrical Lead, Mechanical Lead, Operations Tech. All of the employees are full time salaried employees that are not unionized.

Canadian Business

35. Cyxtera Canada has approximately more than 150 customers in Canada across many major industry verticals, including: (i) natural resources; (ii) business services; (iii) media and content; (iv) banking (v) network service providers; and (vi) cloud and information technology services.
36. The majority of Cyxtera's Canadian based revenues are derived from recurring revenue streams, consisting primarily of colocation service fees, which include fees for the licensing of space and power, and interconnection services, which include fees for the established information technology connections to a customer's network service providers and business partners. The balance of the Cyxtera's Canadian based revenue is generated from installation services related to a customer's initial deployment and other professional services.

Ontario Operations

37. Communications ULC operates two of the Canadian Data Centres in Ontario:
 - (a) the Mississauga Data Center ("YYZ1") located at 6800 Millcreek Drive, Mississauga ON, L5N 4J9; and
 - (b) the Markham Data Center ("YYZ2") located at 4175 14th Avenue, Markham ON, L3R 5R5.
38. YYZ1 and the YYZ2 (collectively, the "**Ontario Facilities**") are purpose-built data centers that offer specialized computer infrastructure to support compute and data sensitive computer applications. Together the Ontario Facilities comprise approximately 185,000 square feet of floor space. The Ontario Facilities service over more than 120 customers in many industries including, aerospace, media and design, telecommunications, software as a service providers and other large enterprises. The Ontario Facilities employ twelve (12) employees.
39. YYZ1 is leased by Communications ULC from Garrison DC Holdings PTE. Ltd. ("**Garrison**") pursuant to a lease agreement first entered into on January 1, 2019. The term of the lease expires on April 12, 2033. Base rent is currently CDN\$240,533.85 per month.

40. YYZ2 is leased by Communications ULC from Neamsby Investments Inc. (“**Neamsby**”) pursuant to a lease agreement entered into on September 19, 2013. The lease term expires September 1, 2028. Base rent is currently CDN\$630,768.75 per annum, CDN\$52,564.06 per month.

Vancouver Operations

41. Communications ULC operates a third data centre c in British Columbia located at 555 W. Hastings St., Vancouver, BC V6E 4N5 (the “**YVR Facility**”). The YVR Facility provides data transport with a suite of on-demand infrastructure and interconnection solutions and encompasses over 12,500 square feet of data center space. The YVR Facility offers connectivity to seven (7) network service providers and access to an in-building telecom hotel, 1.2 megawatts of utility and generator power, over 180 tons of cooling capacity and ultra-low latency with direct connectivity to AWS, Microsoft, Google, IBM, Oracle, Salesforce, Alibaba, SAP and Nutanix. The YVR Facility employs three (3) employees.
42. YVR is leased by Communications ULC from Polaris Realty (Canada) Limited as attorney in factor for Lord Realty holdings Limited (“**Polaris**”) pursuant to Renewal Lease Agreement dated August 24, 2022 between Communication ULC and Polaris. The lease term expires May 31, 2028. The rents are CDN\$530,688 per annum and CDN\$44,224 per month.
43. Communications ULC further leases equipment at Harbour Centre, Vancouver, pursuant to a License to Occupy dated April 1, 2019 between Communications ULC and Harbour Centre Complex Limited. The rental cost is CDN\$8,000 per annum.

Montreal Operations

44. Communications ULC operates a fourth data centre in Québec located at Suite 200, 3000 Rene Levesque, Verdun, QC H3E 1T9 (the “**YUL Facility**”). The YUL Facility, located in the borough of Verdun and located on Nuns’ Island along the Saint Lawrence River is a four-story facility. The YUL Facility offers connectivity to seven (7) network service providers and access to a nearby carrier hotel, provides for 1.6 megawatts of utility and generator power, has over 180 kilowatt UPS capacity and ultra-low latency with direct connectivity to AWS, Microsoft, Google, IBM, Oracle, Salesforce, Alibaba, SAP and Nutanix. The YUL Facility employs two (2) employees.
45. YUL is leased by Communications ULC from Tidant Inc. pursuant to a lease Renewal Agreement dated September 12, 2022. The lease for YUL expires on February 28, 2026. The rents are CDN\$168,960 annually and CDN\$14,080 per month.

CAPITAL STRUCTURE

First Lien Credit Facilities

46. Certain of the Chapter 11 Debtors are party to a first lien term loan credit facility under a first lien credit agreement dated as of May 1, 2017 (as may amended, restated, supplemented, waived or otherwise modified from time to time) (the “**First Lien Credit Agreement**”), by and between, *inter alios*, Cyxtera DC Holdings, Inc. (the “**Borrower**”), as borrower, Cyxtera DC Parent Holdings, Inc. (“**Holdings**”), Cyxtera Communications, LLC (“**Cyxtera Communications**”), Cyxtera Data Centers, Inc. and the other guarantors party thereto (together with Holdings, Cyxtera Communications and Cyxtera DC, the “**Guarantors**”, and together with the Borrower, the “**First Lien Obligors**”), the first lien lenders from time to time party thereto (the “**First Lien Lenders**”), and Citibank, N.A., as administrative agent and collateral agent. The First Lien Credit Agreement provides for credit facilities in the aggregate amount of \$1.275 billion consisting of:
- (a) a \$150 million first lien multi-currency revolving credit facility (the “**Revolving Credit Facility**”);
 - (b) an \$815 million first lien term loan facility (the “**2017 First Lien Term Facility**”); and
 - (c) a second lien credit agreement providing for a \$310 million second lien term loan facility (the “**2017 Second Lien Term Facility**”).
47. On May 13, 2019, the Borrower borrowed an additional \$100 million in incremental first lien term loans under the First Lien Credit Agreement (the “**2019 First Lien Term Facility**” and together with the 2017 First Lien Term Facility, the “**Term Loan Facilities**” and the Term Loan Facilities together with the Revolving Credit Facility, the “**First Lien Facilities**”). On July 29, 2021, in connection with the merger, the Borrower repaid the entire balance of the 2017 Second Lien Term Facility in connection with the merger.
48. The Term Loan Facilities mature on May 1, 2024 and are secured by liens on the collateral on a senior priority basis by substantially all of the First Lien Obligors’ equity interests and material real property. As of the date hereof, an aggregate amount of approximately \$871.1 million in unpaid principal and accrued but unpaid interest is outstanding under the Term Loan Facilities.

Revolving Credit Facility

49. The First Lien Credit Agreement also provides the Borrower with a first lien, multi-currency Revolving Credit Facility. As of the Chapter 11 Proceedings Petition Date, the borrowing base under the Revolving Credit Facility borrowing base was \$102.1 million with \$4.9 million letters of credit outstanding. Pursuant to Amendment No. 6 to the First Lien Credit

Agreement, Cyxtera requested (among other things) that the Revolving Credit Facility be extended and, in connection with such extension Cyxtera agreed to reduce the aggregate extended revolving commitments by 15 percent. The Revolving Credit Facility matures on April 2, 2024 and is secured by liens on the collateral on a senior priority basis by substantially all of the First Lien Obligors' equity interests and material real property. As of the date hereof, an aggregate of approximately \$97.1 million in unpaid principal and accrued but unpaid interest is outstanding under the Revolving Credit Facility.

50. On May 4, 2023, the Borrower, Holdings and First Lien Lenders entered into Amendment No. 8 to the First Lien Credit Agreement ("**Amendment No. 8**"), whereby, *inter alia*, Cyxtera Canada and certain other foreign subsidiaries of Cyxtera were required to become party to the First Lien Credit Agreement as guarantors and provide a guarantee and security in support of the Borrower's obligations under the First Lien Credit Agreement. In connection with Amendment No. 8, Cyxtera Canada entered into a Canadian First Lien Collateral Agreement dated as of May 12, 2023 (the "**Canadian First Lien Collateral Agreement**"), whereby Cyxtera Canada and Cyxtera LLC mortgaged, charged and granted a security interest in favour of Citibank, N.A., in its capacity as collateral agent, over all of their assets and undertaking. Furthermore, Cyxtera Canada and Cyxtera LLC entered into a Supplement to First Lien Guarantee Agreement dated May 4, 2023 ("**Supplement to First Lien Guarantee Agreement**"), whereby they guaranteed all amounts owing under the First Lien Credit Agreement. A copy of Amendment No. 8 is attached hereto and marked as **Exhibits "G"**. The Canadian First Lien Collateral Agreement and Supplement to First Lien Guarantee Agreement are attached hereto and collectively marked as **Exhibit "H"**.

Bridge Facility

51. In connection with a Restructuring Support Agreement (as defined below), the Borrower, Holdings, and the other loan parties and lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent for such lenders entered into a first lien priority credit agreement dated as of May 4, 2023 (the "**Bridge Credit Agreement**") providing a new first lien loan in a principal amount up to \$50 million (the "**Bridge Facility**"). The Bridge Facility was guaranteed by the Guarantors and by Cyxtera LLC and Cyxtera Canada. Attached hereto and marked as **Exhibit "H.1"** is the First lien Priority Guarantee Agreement dated May 4, 2023 in this respect.
52. The Bridge Facility is senior in right of payment to outstanding borrowings under the Term Loan Facilities and is secured on a *pari passu* basis with respect to all collateral securing the Term Loan Facilities. The Bridge Facility matures on the earliest of (i) May 1, 2024, (ii) the date on which the obligations under the Bridge Credit Agreement become due and payable, (iii) the effective date of a court ordered plan under the Chapter 11 Proceedings, and (iv) the date of consummation of a sale of all or substantially all of any loan party's assets under

Section 363 of the Bankruptcy Code. As of the Petition Date, approximately \$50.5 million is outstanding in principal and accrued but unpaid interest under the Bridge Facility.

53. To facilitate the Borrower's entry into the Bridge Facility, the Borrower also entered in an eighth amendment to the First Lien Credit Agreement ("**Amendment No. 8**") with the First Lien Lenders wherein, among other changes, the First Lien Lenders agreed to amend the First Lien Credit Agreement to permit the Borrower to enter into the Bridge Facility. Relatedly, each of Cyxtera Canada Cyxtera LLC, Cyxtera Digital Services, LLC, Cyxtera Technology UK Limited, and Cyxtera UK TRS Limited were joined as guarantors under the First Lien Credit Agreement such that the guarantors thereunder aligned with the guarantors under the Bridge Facility. Further, on or around May 12, 2023, Cyxtera Canada, entered into a Canadian First Lien Priority Collateral Agreement dated as of May 12, 2023 (the "**Canadian First Lien Priority Collateral Agreement**") which is attached hereto and marked as **Exhibit "I"**, whereby Cyxtera Canada, *inter alia*, mortgaged, charged and granted a security interest in favour of Wilmington Savings Fund Society, FSB, in its capacity as collateral agent under the Bridge Facility, over all of its assets and undertaking to secure payment and performance of Cyxtera Canada's obligations as guarantors under the Bridge Facility.

Receivables Accounts

54. Certain entities in the Cyxtera Group are party to internal receivable accounts and deposit account control agreements whereby receivables from various operations of Cyxtera are deposited and pooled into specific accounts. Neither of the Cyxtera Canada corporations are party to these agreements and the Canadian receivables are not received into these receivables accounts. All Canadian receivables are deposited into four separate bank accounts which are maintained with Bank of America.

Intercompany Transactions

55. There are currently no forecasted intercompany transactions impacting Cyxtera Canada. Cyxtera does not plan to transfer any funds to/from Cyxtera Canada during the Chapter 11 Proceedings. To the extent there are shared services performed by the Cyxtera Group in the US to the benefit of Cyxtera Canada, that intercompany activity will continue to be recorded in the normal course.

CIRCUMSTANCES LEADING TO CHAPTER 11 PROCEEDINGS

Background and Current State of the Business

Precipitous Rise in Interest Expense Undermines Liquidity

56. In recent years, Cyxtera has continued its strong operating performance, stable revenue growth, and low customer churn. In 2021 and 2022, Cyxtera met or exceeded its revenue guidance as of the de-SPAC transaction. Unfortunately, the de-SPAC transaction coincided with a rapid increase in inflation. In January 2021, the year-over-year change in the Consumer Price Index (“CPI”) in the United States stood at approximately 1.4 percent. By the time the de-SPAC closed, the inflation rate in the United States reflected by changes in the CPI had increased to approximately 5.4 percent, far ahead of the Federal Reserve’s 2 percent inflation target. The inflation rate ultimately peaked at over 9 percent in June 2022 and remains elevated today.
57. The United States Federal Reserve responded to this inflationary environment by raising interest rates. As a result, beginning in mid-2022, the interest expense on Cyxtera’s funded debt more than doubled and began to significantly undermine liquidity, despite core business performance remaining strong. The annualized interest expense on the First Lien Facilities, all of which are variable interest rate facilities, rose from \$35.9 million as of March 31, 2022 to \$75.7 million as of March 31, 2023, calculated based on the balances and rates prevailing at the end of each quarter. This rise in inflation and interest rates coincided with impending maturities under Cyxtera’s funded debt - the Revolving Credit Facility was scheduled to mature on November 1, 2023, and the Term Loan Facilities will mature on May 1, 2024. Therefore, a regular-way refinancing, something that likely would be justified by the core business performance, was not feasible.
58. During this period, Cyxtera attempted to offset its escalating interest costs with operational improvements aimed at increasing occupancy at existing data centres, deploying capital efficient growth strategies, and optimizing its organizational structure. Despite these measures, the continued strain on the balance sheet due to rising interest rates and Cyxtera’s substantial debt service obligations continued to diminish Cyxtera’s liquidity.

Pursuit of All Reasonable Alternatives

59. Cyxtera was proactive in seeking to address its balance sheet issues. Throughout 2022, Cyxtera worked with advisors to explore interest in an acquisition of Cyxtera or an investment in connection with a financing or refinancing transaction. However, in large part due to Cyxtera’s mounting capital structure challenges and market volatility, the process did not result in any actionable proposals.

60. In November 2022, Cyxtera retained Kirkland & Ellis LLP as counsel, and in December 2022, Cyxtera retained Guggenheim Securities (“**Guggenheim Securities**”) to assist in exploring various alternatives for its capital structure, including amending and/or refinancing its Term Loan Facilities and raising equity capital. With respect to the capital raise, Cyxtera, with the assistance of Guggenheim Securities, explored such transaction with, among others, Cyxtera’s three largest equity holders. And, in connection with its refinancing efforts, Cyxtera, with the assistance of Guggenheim Securities, also considered a comprehensive amend and extend transaction with respect to its Term Loan Facilities and commenced discussions with the ad hoc group of First Lien Lenders (the “**Ad Hoc Group**”) with respect to such transactions.
61. In March 2023, it became clear that Cyxtera needed to focus its efforts on extending the near-term Revolving Credit Facility maturity on November 1, 2023. Failure to address this upcoming maturity could have given rise to a going concern qualification in Cyxtera’s audited financial statements due March 16, 2023. Receiving a going concern qualification would have caused significant harm by disrupting Cyxtera’s day-to-day business operations and potentially resulting in an event of default under Cyxtera’s Term Loan Facilities. On March 14, 2023, Cyxtera successfully negotiated an extension of the maturity date under the Revolving Credit Facility to April 2, 2024, pursuant to that certain sixth amendment to the First Lien Credit Agreement (“**Amendment No. 6**”). Although the extension gave Cyxtera essential breathing room, it soon became apparent that more comprehensive restructuring measures would need to be taken in light of continued liquidity deterioration and a major looming maturity wall in spring 2024.
62. On March 25, 2023, Cyxtera hired AlixPartners, LLP (“**AlixPartners**”) as restructuring advisor to assist with its restructuring efforts. Cyxtera, with the assistance of its advisors continued to engage with the Ad Hoc Group and certain other key prepetition stakeholders on the terms of a more comprehensive solution. As part of these discussions, Cyxtera explored the possibility of implementing a consensual restructuring or sale transaction on an out-of-court basis, pivoting to an in-court chapter 11 process, or pursuing both alternatives simultaneously. With respect to the possibility of an in-court process, Cyxtera evaluated tools that could be utilized to enhance its operational performance, including the rejection of undesirable leases and contracts.
63. In parallel, on March 27, 2023, Cyxtera, with the assistance of Guggenheim Securities, launched a marketing process to engage potential interested parties concerning a sale or investment transaction with Cyxtera (the “**Marketing Process**”). While the Marketing Process was underway, Cyxtera and the Ad Hoc Group continued to negotiate a broader restructuring deal to be memorialized in a restructuring support agreement.
64. In late April 2023, Cyxtera opted to utilize the five business-day grace period (the “**Grace Period**”) permitted under the First Lien Credit Agreement with respect to the interest payment

due on April 25. Cyxtera utilized the Grace Period to continue to engage in discussions with the Ad Hoc Group around the terms of a restructuring support agreement and bridge financing solution. Cyxtera ultimately negotiated and entered into a seventh amendment to the First Lien Credit Agreement (“**Amendment No. 7**”), under which the lenders refrained from exercising their rights and remedies under the First Lien Credit Agreement as a result of the missed interest payment until May 4, 2023, at 5:00 p.m. (prevailing Eastern time).

65. Following entry into Amendment No. 7, Cyxtera, with the assistance of its Advisors worked around the clock with the Ad Hoc Group to finalize a restructuring support agreement and obtain financing necessary to fund operations prior to the filing of these chapter 11 cases. On May 4, 2023, after extensive, arm’s-length negotiations, the Debtors and the Ad Hoc Group entered into that certain restructuring support agreement (the “**Restructuring Support Agreement**”), attached hereto as **Exhibit “J”**, by and between the Debtors, the Consenting Lenders holding approximately 64 percent of the First Lien Claims, and the Consenting Sponsors. The Restructuring Support Agreement contemplates a two-phase toggle approach whereby Cyxtera would continue its out-of-court Marketing Process in pursuit of a Sale Transaction or toggle to an in-court restructuring (the “**In-Court Restructuring**”), pursuant to which Cyxtera will continue to pursue the Marketing Process or, if such process does not maximize value for stakeholders, pursue a standalone recapitalization of its balance sheet (the “**Recapitalization Transaction**” and together with the Sale Transaction, the “**Restructuring Transactions**”).
66. In connection with the Marketing Process, which remains ongoing, Guggenheim Securities has contacted seventy-five parties. As of the Petition Date, Cyxtera has executed thirty-seven non-disclosure agreements with potential investors and has received 6 letters of intent from potential investors on a whole-company basis.
67. Concurrently with entry into the Restructuring Support Agreement, Cyxtera entered into the Bridge Facility, which provided an incremental \$50 million in liquidity. The Bridge Facility offered Cyxtera necessary breathing room for the parties to progress the Marketing Process while preparing for a possible in-court Recapitalization Transaction. Without the critical funding provided by the Bridge Facility, Cyxtera would have been unable to fulfill its interest payment obligations due on the 2017 First Lien Term Facility, while funding its operations. Attached hereto and marked as **Exhibit “K”** is a reduced copy of the Bridge Credit Agreement (which does not include its schedules as the document as a whole totals over 400 pages).
68. On May 5, 2023, as contemplated by the Restructuring Support Agreement, I was engaged as CRO. On April 24, 2023, CTI established a special committee comprised of two disinterested directors, Fred Arnold and Roger Meltzer. The Board of CTI authorized the special committee to, among other things, consider and negotiate a restructuring, reorganization, or other transaction (“**Transaction**”) and review and evaluate any matters in which the existing

directors might have an interest (“**Conflicts Matters**”) related thereto. On May 19, 2023, Cyxtera expanded the special committee with the addition of Scott Vogel and the special committee was provided sole authority on all matters related to a Transaction and Conflicts Matters.

CURRENT STATUS

Financial Information

69. A copy of Communications ULC’s trial balance report for Quarter 1, 2023 is attached hereto and marked as **Exhibit “L” (“Trial Balance Report”)**

Assets and Revenues

70. As of June 5, 2023 the book value of Communications ULC’s assets was approximately \$96,900,000, which consists of corporate records, cash, accounts receivables and leasehold improvements made to the Canadian Data Centres. In 2022, Communications ULC had revenues of approximately \$29 million.

Liabilities

71. As of the Petition Date, the Cyxtera Group has approximately \$1.02 billion in aggregate outstanding principal of funded debt obligations, as reflected below:

Funded Debt	Maturity	Approximate Principal	Approximate Accrued Interest	Approximate Outstanding Amount
Bridge Facility	May 1, 2024	\$50.0 million	\$0.5 million	\$50.5 million
Revolving Credit Facility	April 2, 2024	\$97.1 million	\$1.1 million	\$98.3 million
2019 First Lien Term Facility	May 1, 2024	\$96.3 million	\$0.8 million	\$97.0 million
2017 First Lien Term Facility	May 1, 2024	\$768.1 million	\$6.0 million	\$774.1 million
Total Funded Debt Obligations:		\$1,011.5 million	\$8.3 million	\$1,019.9 million

72. Cyxtera Canada and Cyxtera LLC will have aggregate outstanding liabilities of \$200,000,000 pursuant to their guarantees of the Bridge Facility and DIP Facility upon entry of a final DIP order in the Chapter 11 Proceedings (as discussed below). Those entities also have \$961.5 million in principal liabilities pursuant to their guarantee obligations under the Supplement to First Lien Guarantee Agreement.

Security and Security Registrations

- 73. Cyxtera LLC's and Cyxtera Canada's senior secured lenders are the Lenders under the Bridge Facility and DIP Facility.
- 74. Attached hereto and marked as **Exhibit "M"** are copies of the personal property registry searches for Communications ULC in Alberta, British Columbia, Ontario and Québec (the "**PPR Searches**").
- 75. Attached hereto and marked as **Exhibit "N"** are copies of PPR Searches for TRS ULC in Alberta, British Columbia, Ontario and Québec.
- 76. Attached hereto and marked as **Exhibit "O"** is a summary of the PPR Searches.

Computer Equipment Leases

- 77. Hewlett-Packard Financial Services Canada Company and Liberty Commercial Finance have each leased computer, server and other equipment to Communications ULC and have registered security interests against Cyxtera Communications Canada, Inc. in the Alberta PPR regarding same.

Trade Payables

- 78. The unsecured creditors of Communications ULC are trade creditors that are owed approximately \$750,000 as of the Petition Date. Only a small number of these creditors are Critical Vendors (as defined and discussed below).

CRA

- 79. Cyxtera Canada is up-to-date with respect to its remittances of withholding taxes, employment insurance premiums and Canada Pension Plan payments, but owes approximately Cdn. \$770,000 on account of goods and services taxes.

CENTRE OF MAIN INTEREST

- 80. As discussed in paragraph 25 of my Affidavit, the Cyxtera Group is operated and managed on a consolidated basis from its headquarters in Coral Gables Florida. The Debtors are also managed from Coral Gables, where in addition to what is outlined in paragraph 25, the following activities are based:

- (a) based on Cyxtera's communications with Cyxtera's primary senior secured lenders, they recognize the United States as the Debtors primary country of business;
- (b) the Cyxtera Group's corporate, banking, strategic and management functions occur in Coral Gables, Florida, from where the Cyxtera Group is managed on a consolidated basis and all senior management decision making takes place;
- (c) Cyxtera's treasury and accounting departments are located in Coral Gables, Florida, including for the Debtors;
- (d) Cyxtera LLC and Cyxtera Canada share the same directors and officers as the United States Cyxtera entities;
- (e) all other management centres for Cyxtera, including for the Debtors, are in the United States;
- (f) all corporate and management decisions for the Debtors take place in Coral Gables, Florida;
- (g) the Debtors' books and records are located in Coral Gables, Florida;
- (h) all of Cyxtera's employee administration, including human resource functions, occur in Coral Gables, Florida, including for the Debtors;
- (i) Cyxtera's marketing and communication functions occur in Coral Gables, Florida, including for the Debtors;
- (j) the Debtors' bank accounts are overseen by Cyxtera's treasury department in Coral Gables, Florida.

THE NEED FOR CHAPTER 11 AND CCAA RELIEF

- 81. The Cyxtera Group maintains a global network of assets and operations consisting of over sixty data center facilities in thirty-three markets across three continents as of the Petition Date when the Chapter 11 Proceedings were commenced. The Cyxtera Group's non-U.S. operations include the Canadian Data Centres.
- 82. The Chapter 11 Proceedings are required because the Chapter 11 Debtors need the protection of the automatic, world-wide stay of proceedings that is provided for under the Bankruptcy Code. Cyxtera owes substantial indebtedness to its secured creditors and is made up of numerous legal entities located throughout the world. In order to successfully restructure its business and affairs for the benefit of its stakeholders, it requires the breathing space provided by the stay of proceedings.

83. While Cyxtera Canada has also filed petitions commencing Chapter 11 Proceedings, and therefore receive the benefit of the automatic stay, the business and property of Cyxtera Communications is located in Canada and therefore requires protection under Part IV of the CCAA. Because Cyxtera Communications is an unlimited liability corporation, its parent, Cyxtera LLC also requires protections that are available under Part IV of the CCAA. I am informed by Canadian counsel that the recognition of the Chapter 11 Proceedings as foreign main proceedings, with the centre of main interest in the United States, would result in the Court granting a broad stay of proceedings protecting the Debtors and their business and property in Canada. Recognition of the First Day Orders would allow the overall restructuring of the Cyxtera Group to be carried out in an organized and efficient manner under the Bankruptcy Code and would maximize the changes of all of the Chapter 11 Debtors, including the Debtors, successfully emerging from the Chapter 11 Proceedings, where all stakeholders of the Chapter 11 Debtors, including the Debtors' stakeholders, are dealt with in a fair, efficient and equitable manner.

Recognition of Foreign Proceedings

84. I believe that recognition orders, including a stay of proceedings affecting all Canadian creditors, will provide the Debtors the opportunity to recapitalize and restructure their business as part of the Cyxtera Group in an efficient manner which in turn will maximize the long-term value available to various stakeholders.

Foreign Representative Order

85. Included in the First Day Motions is a motion of the Chapter 11 Debtors seeking the entry of an order of the US Bankruptcy Court authorizing CTI to act as Foreign Representative on behalf of the Debtors in these Recognition Proceedings (the “**Foreign Representative Order**”, and such motion, the “**Foreign Representative Motion**”). A copy of the Foreign Representative Motion is attached to my affidavit as **Exhibit “P”** and the form of the Foreign Representative Order is attached as Exhibit A to the Foreign Representative Motion.
86. The form of Foreign Representative Order authorizes CTI under section 1505 of the Bankruptcy Code to act as foreign representative of the Debtors in these Recognition Proceedings. The Chapter 11 Debtors have sought this authority so that CTI, as Foreign Representative, is able to act on behalf of the Debtors to allow for coordination between the Chapter 11 Proceedings and these Recognition Proceedings and to provide for effective mechanisms to protect and maximize the value of the Debtors' assets and estates.
87. In addition to the authority to act as Foreign Representative, the proposed Foreign Representative Order:

- (a) authorizes and empowers CTI to act in any way permitted by Canadian law including seeking recognition of the Chapter 11 Proceedings in the Recognition Proceeding;
- (b) requests that this Honourable Court lend assistance to the US Bankruptcy Court in protecting the Chapter 11 Debtors' properties, and
- (c) seeks any other appropriate relief from this Honourable Court that CTI determines just and proper in furtherance of the protection of the Chapter 11 Debtors' estates.

Further, the US Bankruptcy Court requests in that order the aid and assistance of this Honourable Court to recognize the Chapter 11 Proceedings of the Chapter 11 Debtors as a "foreign main proceeding" and CTI as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to that order.

Appointment of Information Officer

- 88. The Foreign Representative seeks the appointment of A&M as Information Officer. A&M, if appointed Information Officer, will report to this Honourable Court from time to time on the status of the Chapter 11 Proceedings and these Recognition Proceedings.
- 89. I am advised by Canadian counsel for the Debtors that under section 45(1) of the CCAA, CTI in its capacity as Foreign Representative will be authorized to monitor the Debtors' business and financial affairs for the purposes of reorganization and to act as representative in respect of the Chapter 11 Proceedings. The Information Officer will be able to assist CTI in carrying out its monitoring role as Foreign Representative.
- 90. A&M is a firm of licensed insolvency professionals with the necessary expertise to assist CTI in monitoring the Debtors' business and financial affairs, to report to this Honourable Court from time to time and to carry out such other powers and responsibilities provided for in the CCAA and any Order of this Honourable Court.
- 91. I believe that A&M is qualified and competent to act as Court appointed Information Officer for these Recognition Proceedings. A&M has consented to act as Information Officer and its signed Consent to Act is attached as **Exhibit "Q"**.

Recognition of First Day Orders

- 92. The Chapter 11 Debtors filed the following First Day Motions with the US Bankruptcy Court in the Chapter 11 Proceedings on June 4, 2023 in respect of which they are seeking recognition by this Honourable Court:

(a) Chapter 11 Procedural Orders

- (i) motion for entry of an order (i) restating and enforcing the worldwide automatic stay, anti-discrimination provisions, and *ipso facto* protections of the Bankruptcy Code, (ii) approving the form and manner of notice, and (iii) granting related relief (the “**Restated Automatic Stay Order**”);
- (ii) motion for entry of interim and final orders authorizing the joint administration of the estates of the Chapter 11 Debtors and the Chapter 11 Proceedings (the “**Joint Administration Order**”);
- (iii) motion for entry of an order (i) establishing certain notice, case management, and administrative procedures, and (ii) granting related relief (the “**Case Management Order**”);
- (iv) motion for entry of an order (i) authorizing the appointment of Kurtzman Carson Consultants LLC as claims and noticing agent effective as of the Petition Date; and (ii) granting related relief (the “**Claims Agent Order**”);
- (v) motion for entry of interim and final orders (i) authorizing the Cyxtera Group to (A) file a consolidated list of Cyxtera’s thirty largest unsecured creditors, (B) file a consolidated list of creditors *in lieu* of submitting a separate mailing matrix for each debtor, and (C) redact certain personally identifiable information; (ii) waiving the requirement to file a list of equity holders and provide notices directly to equity security holders; and (iii) granting related relief (the “**Consolidated Creditor List Order**”);
- (vi) motion seeking the entry of an order extending time to (i) file schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs; and (ii) granting related relief (the “**Asset Schedule Filing Extension Order**”);
- (vii) motion seeking the entry of interim and final orders (i) approving notification and hearing procedures for certain transfers of and declarations of worthlessness with respect to common stock; and (ii) granting related relief (the “**Share Transfer Order**”);

(b) Chapter 11 Operations Support Orders

- (i) motion for entry of interim and final orders (i) authorizing the Chapter 11 Debtors to (A) continue to perform under existing hedging contracts, (B) enter into new hedging contracts, (C) grant super priority claims, provide other

credit support, and honor obligations under hedging contracts; and (ii) granting related relief (the “**Hedging Order**”);

- (ii) motion for entry of interim and final orders (i) authorizing the Cyxtera Group to (A) continue using the cash management system, (B) honor certain prepetition obligations related thereto, (C) maintain existing Debtor bank accounts, business forms, and books and records, and (D) continue intercompany transactions; and (ii) granting related relief (the “**Cash Management Order**”);
- (iii) motion for entry of interim and final orders (i) approving the Cyxtera Group’s proposed adequate assurance for future utility services; (ii) prohibiting utility companies from altering, refusing, or discontinuing services; (iii) approving the Cyxtera Group’s proposed procedures for resolving adequate assurance requests; and (iv) granting related relief (the “**Utility Adequate Assurance Order**”);
- (iv) motion for entry of interim and final orders (i) authorizing the Cyxtera Group to pay prepetition claims of certain critical vendors, foreign vendors, 503(b)(9) claimants, and lien claimants; (ii) granting administrative expense priority to all undisputed obligations on account of outstanding orders; and (iii) granting related relief (the “**Critical Vendor Order**”);
- (v) motion for entry of interim and final orders (i) authorizing the Chapter 11 Debtors to (A) maintain and administer their customer and partner programs, and (B) honor certain prepetition obligations related thereto; and (ii) granting related relief (the “**Customer and Partner Program Order**”);
- (vi) motion for entry of interim and final orders (i) authorizing the Cyxtera Group to (A) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and (B) continue employee benefits programs; and (ii) granting related relief (the “**Employee Compensation Order**”);
- (vii) motion for entry interim and final orders (i) authorizing the Cyxtera Group to (A) maintain insurance and surety coverage entered into prepetition and pay related prepetition obligations, and (B) renew, supplement, modify, or purchase insurance and surety coverage; and (ii) granting related relief (the “**Insurance Maintenance Order**”);
- (viii) motion seeking the entry of interim and final orders (i) authorizing the payment of certain taxes and fees; and (ii) granting related relief (the “**Tax Payment Order**”); and

(c) DIP Financing Order

- (i) motion for entry of an interim order (i) authorizing the debtors to obtain post-petition financing; (ii) authorizing the debtors to use cash collateral; (iii) granting liens and providing super priority administrative expense claims; (iv) granting adequate protection; (v) modifying the automatic stay; (vi) scheduling a final hearing; and (vii) granting related relief (the “**DIP Financing Order**”).

93. Copies of the First Day Motions are attached hereto and marked consecutively as **Exhibits “R” to “GG”**. The applicable First Day Orders are attached as Exhibits to the First Day Motions.

Chapter 11 Procedural Orders

Restated Automatic Stay Order

94. I have been advised by Kirkland & Ellis LLP, Cyxtera’s restructuring counsel in the Chapter 11 Proceedings, that upon the commencement of the Chapter 11 Proceedings, an automatic stay enjoins all persons from, among other things, taking any action to obtain possession of property of the estate or to exercise control over the estate in order to provide Cyxtera with a breathing space to permit them to attempt repayment or reorganization. I am further advised that the automatic stay applies worldwide and is broadly construed by the US Bankruptcy Court and precludes such things as unilateral actions by non-debtor counterparties to terminate contracts, by governmental units from denying, revoking, suspending or refusing to renew licenses, permits, charters, franchises or similar grants, or placing conditions upon or discriminating against Cyxtera.
95. As set out above, Cyxtera operates a global network of assets and operations consisting of sixty-five data centre facilities in thirty-three markets across three continents, and may owe non-U.S. customers and creditors prepetition and ongoing obligations that such customers and creditors may attempt to enforce in violation of the automatic stay, either through courts or through unilateral self-help actions. Further, non-U.S. counterparties to leases and executory contracts could attempt to terminate such leases and contracts including pursuant to *ipso facto* provision notwithstanding the automatic stay, and non-U.S. government bodies could seek to terminate licenses or leases or impose conditions on the Chapter 11 Debtors. Therefore, Cyxtera has sought the Restated Automatic Stay Order in order to help Cyxtera inform non-U.S. creditors and interested parties of debtor protections that may be unfamiliar to them, (b) ensure that parties to unexpired leases and executory contracts with Cyxtera continue to perform their duties and obligations thereunder and governmental units do not unfairly discriminate or take action against Cyxtera in violation of the Bankruptcy Code, and (c) facilitate Cyxtera’s orderly transition into the Chapter 11 Proceedings and minimize disruptions to their businesses.

96. I understand from Gowling WLG (Canada) LLP, Canadian counsel to CTI and the Debtors, that notwithstanding that the Order being requested from this Honourable Court will provide protections substantively similar to the automatic stay under the Bankruptcy Act, recognition of the Restated Automatic Stay Order would assist the Debtors and other Chapter 11 Debtors in informing non-U.S. creditors, governmental units and other interested parties of the broad and binding nature of the protections afforded by the Bankruptcy Code's automatic stay. On the basis of this, CTI seeks recognition of the Restated Automatic Stay Order by this Honourable Court.

Joint Administration Order, Case Management Order and Claims Agent Order

97. The First Day Motion for the Joint Administration Order seeks authority for the Chapter 11 Debtors to procedurally consolidate and jointly administer the Chapter 11 Proceedings. There are a total of sixteen affiliated Chapter 11 Debtors, who each filed separate petitions to commence separate Chapter 11 Proceedings. Since the business and operations of Cyxtera is deeply and closely integrated, the joint administration of the Chapter 11 Proceedings will provide significant administrative convenience without harming the substantive rights of any party in interest. This will reduce fees and costs by avoiding duplicative filings and pleadings being made in each of the Chapter 11 Proceedings and permit the creditors and other parties in interest to monitor the Chapter 11 Proceedings with greater ease and efficiency, without adversely affecting any of Cyxtera's stakeholders.
98. In the First Day Motion seeking the Case Management Order, the Chapter 11 Debtors seek authorization to designate the Chapter 11 Proceedings as complex cases, the procedural consolidation and joint administration of the Chapter 11 Proceedings, and the approval and implementation of certain notice, case management and administrative procedures attached as Exhibit 1 to the Joint Administration and Case Management Order (the "**Case Management Procedures**").
99. Because there are multiple Chapter 11 Debtors and thousands of creditors and parties in interest in the Chapter 11 Proceedings, the Case Management Procedures are formulated to mitigate the costs of providing notice of all pleadings and other papers filed in the proceedings to each of the creditors and other parties and avoid the excessive and practically prohibitive costs and expenses associated with photocopying, postage, and carrying out other steps in connection with large mailings. The Case Management Procedures (a) establish requirements for filing and serving court materials such as notices, pleadings, affidavits, briefs and orders, (b) delineate standards for notices of hearings and agendas, (c) fix periodic omnibus hearing dates and provide mandatory guidelines for scheduling hearings and setting objection and reply deadlines, and (d) minimize potential burdens on the US Bankruptcy Court by limiting matters that are required to be heard by it.

100. The Case Management Procedures will permit electronic notice to parties, provide ample opportunities for parties in interest to prepare for and respond to matters before the US Bankruptcy Court, and reduce the substantial administrative and financial burden that would otherwise be placed on the Chapter 11 Debtors. As stated in the First Day Motion seeking the Joint Administration Order, the Chapter 11 Debtors' Chapter 11 Proceedings are complex, will likely be fast paced, and will involve large numbers of creditors and other parties in interest. The costs and burdens associated with the possibility of frequent and fragmented hearings, plus the costs associated with copying and mailing or otherwise serving all documents filed with the US Bankruptcy Court to all such entities, will impose an extraordinary and expensive administrative and economic burden on the Chapter 11 Debtors' estates, the US Bankruptcy Court, and the parties in interest. Indeed, constant mass mailings will be extraordinarily costly to the Chapter 11 Debtors' estates and will require the Chapter 11 Debtors to divert valuable resources to comply with all administrative requirements. Additionally, hard copy mailing is not available for all parties in interest, so the Chapter 11 Debtors request to serve such parties, through the Claims Agent (as defined below in the discussion of the Claims Agent Order), via electronic mail to ensure service on such parties.
101. Under the Claims Agent Order, the Chapter 11 Debtors seek the authority to appoint Kurtzman Carson Consultants LLC ("**KCC**") as the claims and noticing agent (in such capacity, the "**Claims Agent**") in the Chapter 11 Proceedings. KCC is a leading chapter 11 administrator and comprises industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. KCC has acted as official claims and noticing agent in many large bankruptcy cases. The appointment of the Claims Agent is intended to expedite and maximize the efficiency of the preparation, service and distribution of notices and other documents required in the Chapter 11 Proceedings, the preparation of schedules of assets and liabilities and statements of financial affairs, the furnishing of notices to all potential creditors of the timing and requirements for claims, the provision of an electronic interface for filing proofs of claims, the processing of proofs of claims, the maintenance of official claims registered, the dissemination of information to the public and the responding to of requests for administrative information regarding the Chapter 11 Proceedings, including through the use of a website.
102. Because the Debtors and other Chapter 11 Debtors are managed and operated on a consolidated basis centred in the United States, the Joint Administration Order, Case Management Order and the Case Management Procedures will benefit all parties in interest in the Chapter 11 Proceedings and these Recognition Proceedings, including the Debtors, the other Chapter 11 Debtors, the creditors and other parties in interest by reducing the administrative burdens and expense arising from the Chapter 11 Proceedings. I would respectfully submit that the recognition of the Joint Administration Order, Case Management Order and Claims Agent Order is consistent with the recognition being sought by this Honourable Court of the Debtors' centre of main interest being in the United States, protects

the value of the Debtors' and other Chapter 11 Debtors estates and provides for a more efficient administration of an extremely complex cross-border insolvency.

Consolidated Creditor List Order, Asset Schedule Filing Extension Order and Share Transfer Order

103. The First Day Motions of the Chapter 11 Debtors also seek certain other procedural orders including the Consolidated Creditor List Order, the Asset Schedule Filing Extension Order, the Share Transfer Order and the Utility Adequate Assurance Order.
104. The Consolidated Creditor List Order authorizes the Chapter 11 Debtors to create, maintain and file a consolidated list of their thirty largest unsecured creditors, redact personal information in order to protect the identity and privacy of individuals, and waive the requirement to file a list of equity holders. The preparation and maintenance of a consolidated list of the largest creditors avoids the administrative burden and expense of preparing lists containing thousands of creditors and parties in interest and is unnecessary given that the Claims Agent will have prepared a single, consolidated list of creditors in electronic format. The redactions of personal information prevent such information being improperly or illegally used by bad actors and protects the Chapter 11 Debtors from potential liabilities resulting from improper disclosure of confidential and personal information.
105. CTI has approximately 180 million outstanding shares of common stock which are publicly traded on the NASDAQ. Their ownership cannot be readily traced to specific individual holders because a large proportion of the registered security holders directly or indirectly hold the common stock on behalf of third party beneficiaries. Hence, preparing and submitting a list of equity security holders would create undue expense and administrative burden with limited corresponding benefit to the estate or parties in interest. CTI has also taken steps to inform the equity security holders of the commencement of the Chapter 11 Proceedings and intend to serve notices required under the Bankruptcy Code on those holders as soon as practicable.
106. Under the First Day Motion for the Asset Schedule Filing Extension Order, the Chapter 11 Debtors have sought authority to extend the time required for filing schedules and statements of assets, liabilities, executory contracts, unexpired leases and financial affairs, that would otherwise be required under the Bankruptcy Code to be filed within fourteen days following the Petition Date. The ordinary operation of the Chapter 11 Debtors' businesses requires them to maintain voluminous books, records, and complex accounting systems. To prepare the schedules and statements, the Chapter 11 Debtors must compile information from those books and records, and from documents relating to the claims of their thousands of creditors, and the Chapter 11 Debtors' many assets and contracts. This information is extensive and located in numerous places throughout the Chapter 11 Debtors' organization. Collecting the necessary information requires an enormous expenditure of time and effort on the part of the Debtors, their employees, and their professional advisors in the near term.

107. The Chapter 11 Debtors, with the assistance of their professional advisors, are mobilizing their employees to work diligently and expeditiously on preparing the schedules and statements, but resources are strained. Given the amount of work entailed in completing the schedules and statements and the competing demands on the Chapter 11 Debtors' employees and professionals to assist with stabilizing business operations during the initial post petition period, and the critical matters that the Chapter 11 Debtors' management and professionals were required to address prior to the commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors required more time to properly and accurately complete the schedules and statements.
108. The intent of the Share Transfer Order is to require prior notice of certain transfers of CTI's common shares by equity holders where such transfers could negatively impact tax attributes such as net operating losses and business interest expenses ("**Tax Attributes**"). Given the scale of operations of the Chapter 11 Debtors, the Tax Attributes can be extremely valuable because they can permit the Chapter 11 Debtors to offset future income. Certain ownership of shares by holders of in excess of 5% of the outstanding shares can result in an "ownership change" that can limit the amount of taxable income and federal tax liability that can be offset by the Tax Attributes. Since the Tax Attributes can be extremely valuable to the estates of the Chapter 11 Debtors, the Share Transfer Order requires notice of share transfers that would adversely affect the usage of the Tax Attributes. The Share Transfer Order also requires prior notice of the filing by equity holders of declarations of worthlessness which can result in a transfer of shares to be deemed to have occurred and adversely affect the usage of the Tax Attributes. The Share Transfer Order permits the Chapter 11 Debtors to object to such a change in appropriate circumstances. Since the shareholders can be located in any jurisdiction, including Canada, it is important to preserving the value of the Chapter 11 Debtors' estates that the Share Transfer Order be recognized by this Honourable Court.

Chapter 11 Operations Support Orders

Cash Management Order

109. Because Cyxtera is operated as a consolidated business entity, it operates a complex cash management system (the "**Cash Management System**") to collect, transfer and disburse funds, and to facilitate cash monitoring, forecasting, and reporting. Cyxtera's treasury department maintains daily oversight of the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with any intercompany transactions. Their accounting department regularly reconciles their books and records to ensure that all transfers are accounted for properly. The Cash Management System is similar to those commonly employed by businesses comparable in size and scale to Cyxtera to help control funds, ensure cash availability for each entity, and reduce administrative expenses by facilitating the movement of funds among multiple entities.

Cyxtera estimates that its cash receipt collections averaged approximately \$65 million per month in the twelve months prior to the Petition Date. In addition, Cyxtera estimates that total disbursements to third parties averaged approximately \$55 million per month in the twelve months prior to the Petition Date.

110. The Chapter 11 Debtors manage their cash through a series of bank accounts with Citibank, Bank of America and their affiliates in the United States, Canada and elsewhere, which are very well capitalized and whose accounts are subject to deposit insurance protection. These accounts consist of several receivable collection accounts, disbursement accounts and concentration accounts. As funds are collected or received, they are transferred from accounts held by Cyxtera Receivables Holdings, LLC, which is not a Chapter 11 Debtor, to primary and secondary concentration accounts on a daily basis and then transferred on an as needed basis to disbursement and payroll accounts to permit payments of the Chapter 11 Debtors' obligations. The primary concentration account for the Chapter 11 Debtors is held by Cyxtera Communications, LLC, also a Chapter 11 Debtor, Bank of America.
111. While the operation of the Cash Management System results in inter-company cash transfers within Cyxtera, it has always operated, and continues to operate, as a global enterprise and therefore such transfers are in the ordinary course of business, and are recorded in their centralized accounting system, reflected in the Chapter 11 Debtor's balance sheets and regularly reconciled. These transactions are an essential component of Cyxtera's operations and its centralized Cash Management System, and any interruption of these transactions would severely disrupt the Chapter 11 Debtors' operations and greatly harm their estates and stakeholders, as the transactions are integral to allowing Cyxtera to support its global operations. Further, because of the nature and operational scale of Cyxtera's business, any disruption to the Cash Management System would have an immediate and material adverse effect on its business and operations, to the detriment of the estates and stakeholders of the Chapter 11 Debtors. Accordingly, to minimize such disruption, the Chapter 11 Debtors sought the Cash Management Order, providing authority to continue to use their existing Cash Management System during the pendency of the Chapter 11 Proceedings, and to maintain their current bank accounts and pay all pre- and post-petition bank fees payable from time to time to operate the accounts. The Cash Management Order also authorizes the Chapter 11 Debtors to continue to maintain their current business forms and books and records, and to continue to provide credit cards to their employees consistent with their ordinary course operations, and to continue intercompany transactions and funding consistent with the Chapter 11 Debtors' historical practices.
112. Cyxtera Canada's bank accounts with Bank of America are part of the Cash Management System, but because they operate on a cash positive basis and they typically operate without the need for regular additional funding. To the extent funding is required, other Chapter 11 Debtors make ordinary course transfers from concentration accounts. Excess cash in Cyxtera

Canada is also occasionally repatriated back to the concentration accounts to help fund the operations of those Chapter 11 Debtors.

113. Because of the importance of the Cash Management System to the operations and viability of Cyxtera, including Cyxtera Canada, CTI has sought in these Recognition Proceedings recognition of the Cash Management Order.

Hedging Order

114. In order to operate their data centers, the Chapter 11 Debtors are required to purchase significant amounts of electricity. However, there has been significant volatility in the prevailing market prices of electricity over the last few years and therefore in order to mitigate the financial risk posed by the resulting variability in net cash from operations, the Chapter 11 Debtors have entered into financial hedging contracts (the “**Hedging Contracts**”) in the form of forward contracts which lock in the price of electricity during for specified periods. The Hedging Contracts are entered into to minimize the effect of market extremes rather than for speculative purposes, are critical to protecting the Chapter 11 Debtors cash flows, and are entered into to permit the Chapter 11 Debtors to operate in the ordinary course of business.
115. I am advised by Kirkland & Ellis LLP that counterparties are able to terminate Hedging Contracts notwithstanding the automatic stay which is generally applicable in the Chapter 11 Proceedings. Given the critical importance of the Hedging Contracts to the ability of the Chapter 11 Debtors’ to carry on their business, the Chapter 11 Debtors require the ability to continue to perform their obligations under the Hedging Contracts existing as of the commencement of the Chapter 11 Proceedings, perform any obligation to provide credit support such as cash collateral security under such Hedging Contracts, and enter into and provide credit support under new Hedging Contracts. Therefore, the Chapter 11 Debtors filed a First Day Motion for the Hedging Order, which authorizes them to continue performing under existing Hedging Contracts and enter into and perform new Hedging Contracts, including to provide credit support. This relief is designed to permit the Chapter 11 Debtors to continue to carry on their business during the Chapter 11 Proceedings in a manner which protects the value of their estates.
116. I am further advised by Gowling WLG (Canada) LLP that like the Bankruptcy Code, the CCAA permits counterparties to terminate Hedging Contracts during the proceedings under the CCAA notwithstanding any stay of proceedings, and therefore the recognition of the Hedging Order by this Honourable Court will assist in the restructuring of the Chapter 11 Debtors and protect the interests of all of the stakeholders in the Chapter 11 Proceedings.

Utility Adequate Assurance Order

117. The First Day Motion for the Utility Adequate Assurance Order seeks approval of an adequate assurance of payment fund for future utility services, prohibits utility providers from altering, refusing or discontinuing services and approves a proposed procedure for resolving adequate assurance requests. In the operation of their businesses and management of their properties, the Chapter 11 Debtors obtain electricity, natural gas, telecommunications, water, waste management, internet and similar services (“**Utilities**”) from a number of utility providers and brokers (“**Utility Providers**”). As discussed above, the in excess of sixty data centers operated by the Chapter 11 Debtors depend upon the provision of the Utilities in order to provide power for computing hardware and other information equipment technology and services, the electricity and gas for lighting, heating and air conditioning and other services essential to the continuing operations of the Chapter 11 Debtors. Even a brief interruption by the Utility Providers in the provision of Utilities would severely disrupt the Chapter 11 Debtors’ business operations and would jeopardize their ability to successfully operate and manage their reorganization efforts. The Utility Adequate Assurance Order provides for a fund to be set aside to cover the costs of two weeks of Utilities services in order to give the Utility Providers adequate assurance of payment and requires the Utility Providers to continue to provide the Utilities services. The Utility Adequate Assurance Order also provides mechanisms for resolving disputes with respect to the quantum of the funds. Those mechanics limit the risk of a haphazard and chaotic process where each Utility Provider can make extortionate, last-minute demands for adequate assurance or risk losing critical Utilities services.
118. The Utility Adequate Assurance Order balances the need of the Chapter 11 Debtors, creditors and other interest parties for assurance that the Chapter 11 Debtors’ ability to carry on business during the Chapter 11 Proceedings will not be hampered by the unilateral termination of Utilities services by Utility Providers against the need of the Utility Providers for some assurance of payment in exchange for continuing to provide Utilities services. The recognition of the Utility Adequate Assurance Order provides certainty that the restrictions on Utility Providers are binding in Canada.

Critical Vendor Order

119. I understand that to effectuate their business model and ensure the uninterrupted provision of services to their customers, the Chapter 11 Debtors rely on goods and services provided by their vendors. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$42.5 million in aggregate outstanding amount to all of their vendors on account of goods delivered and/or services rendered prior to the Petition Date. In preparing for the Chapter 11 Proceedings, and with the assistance of their advisors, the Chapter 11 Debtors reviewed their books and records, consulted operations management and purchasing personnel, reviewed contracts and supply agreements, and analyzed applicable laws, regulations, and historical practices. In doing so, they identified those vendors that are critical

to the continued and uninterrupted operation of their business, the loss of which could materially harm that business, by, among other things, shrinking their market share, reducing their enterprise value, and ultimately impairing the Chapter 11 Debtors to reorganize, which would be detrimental to Chapter 11 Debtors and their stakeholders and vendors. They assessed factors such as:

- (a) whether the goods or services could be acquired from alternate sources;
- (b) whether goods and services acquired from sole-source, limited source or high-volume suppliers are critical to the business operations;
- (c) whether a vendor could be contractually compelled to continue supplying on pre-petition terms;
- (d) whether alternate vendors could provide requisite volumes of similar goods and services on similar or better terms and whether the Chapter 11 Debtors operations would be disrupted in the transition between vendors;
- (e) the degree to which replacement costs would exceed a vendor's prepetition claim;
- (f) whether the non-payment of a pre-petition claim could trigger financial distress for a vendor;
- (g) whether a temporary break in a vendor relationship could be remedied using the tools available in the Chapter 11 Proceedings;
- (h) whether the vendor could effectively hold goods owned by the Chapter 11 Debtors or refuse to ship inventory or provide critical supplies;
- (i) the nationality and location of the vendor; and
- (j) whether failure to pay a particular vendor could result in contraction of trade terms or disrupt service to the customers of the Chapter 11 Debtors and thereby result in substantial revenue loss.

120. I understand that as a result of the forgoing analysis, the Chapter 11 Debtors identified a narrow subset of vendors and services that are critical to preserving the value of their estates and ensuring a seamless transition into the Chapter 11 Proceedings (the “**Critical Vendors**”). The Chapter 11 Debtors’ business relies on continuing access to, and relationships with, the Critical Vendors, and, in many instances, they could not operate their physical infrastructure without access to the goods and services provided by the Critical Vendors. The Critical Vendors are so essential to the Chapter 11 Debtors’ business that the lack of any of their particular goods or services, even for a short duration, could significantly disrupt their

operations and cause irreparable harm to their businesses, goodwill, and market share. Examples of Critical Vendors consist of the following:

- (a) Data center infrastructure and support vendors ensure that once the facilities are built and operational, they continue to operate smoothly by offering, among other things, critical maintenance, repair and security services that are essential, often requiring prompt attention to support the Chapter 11 Debtors' operations and avoid disruptions to their customers. Successfully operating the facilities to meet the needs of the customers on an uninterrupted basis requires, among other things, (i) continued access to uninterruptable power sources, and (ii) relationships with a broad range of vendors and service providers on whom the Chapter 11 Debtors rely to maintain cooling equipment, fuel system equipment, water treatment equipment, fire suppression systems, and other essential data center equipment and services, including physical security systems, for the facilities.
- (b) In the ordinary course of business, the Chapter 11 Debtors engage in renting space and obtaining interconnectivity services from various third-party colocation service providers (collectively, the “**Third-Party Colocation Service Providers**”), which are then sub-leased to the customers of the Chapter 11 Debtors. The Chapter 11 Debtors are party to multiple contracts with Third-Party Colocation Service Providers and failure to fulfill their obligations when due to the Third-Party Colocation Service Providers carries a significant risk of such Third-Party Colocation Service Providers cutting off services, which would cause immediate and direct service disruption to the Chapter 11 Debtors' customers. This would also result in the Chapter 11 Debtors' breaching their contracts with customers. Therefore, it is critical for the Chapter 11 Debtors' business to make timely payments to the Third-Party Colocation Service Providers in order to prevent any service disruption and preserve the value of their business.
- (c) The business and administrative vendors play a critical role in providing services that allow the Chapter 11 Debtors to continue their day-to-day operations, by offering, among other things, daily administrative services, professional services, and software (including both for customer and internal use) and hardware. For example, the Chapter 11 Debtors rely on utility consolidators who aggregate and pay the Chapter 11 Debtors' utility bills and third-party lease administrators to facilitate the payment of rent at the Chapter 11 Debtors' Facilities. Services and/or goods provided by these limited number of vendors are crucial to the Chapter 11 Debtors successfully operating their business and any failure to pay the business and administrative vendors could result in significant operational disruptions essential to the Chapter 11 Debtors' business.

- (d) A critical component of the Chapter 11 Debtors' supply chain involves transacting with certain foreign vendors ("**Foreign Vendors**"). The Foreign Vendors provide among other things, building, installation, and maintenance services at the Chapter 11 Debtors' foreign facilities. Based on the reactions of foreign suppliers in other chapter 11 cases, the Chapter 11 Debtors believe there is a significant and material risk that the nonpayment of even a single invoice could cause a Foreign Vendor to stop providing services on a timely basis and/or to completely sever its business relationship with the Chapter 11 Debtors. Suppliers and vendors located in foreign countries are often unfamiliar with the chapter 11 process and react skeptically to various debtor protections. Short of severing their relations with the Debtors, nonpayment of certain Foreign Vendor claims may also cause Foreign Vendors to take other harmful actions, including refusing to install, repair, or otherwise maintain systems in the foreign facilities for the benefit of the Chapter 11 Debtors' customers. Providing uninterrupted services for the Chapter 11 Debtors' foreign-based customers is critical to the businesses and cash flows, and the Chapter 11 Debtors can ill afford any delays or interruptions of this nature.
- (e) The Chapter 11 Debtors may have received goods from various vendors within the twenty day period immediately preceding the Petition Date (collectively, the "**503(b)(9) Claimants**"), thereby giving rise to prepetition claims of the 503(b)(9) Claimants (the "**503(b)(9) Claims**"). The Chapter 11 Debtors receive large volumes of construction materials, electrical materials, drywall, switchboards, cabling, and related goods from their vendors on a rolling basis to satisfy their customers' demands. The Chapter 11 Debtors also believe that certain 503(b)(9) Claimants could demand payment in cash on delivery—further exacerbating the Chapter 11 Debtors' liquidity;
- (f) The Chapter 11 Debtors routinely transact business with a number of third parties who may assert various statutory liens (the "**Lien Claimants**"), including mechanics' liens, against the Chapter 11 Debtors and their property if the Chapter 11 Debtors fail to pay for the services rendered. The Lien Claimants primarily consist of: (a) shipping and warehouse vendors and (b) vendors providing installation and construction services. To the extent any Lien Claimant has perfected a lien on any of the Chapter 11 Debtors' property or their customers' property or, in the Chapter 11 Debtors' estimation, could assert and perfect a lien on any such property, it is imperative that the Chapter 11 Debtors be authorized to pay such Lien Claimants, regardless of whether their claims arose prior to or after the Petition Date.

121. The Chapter 11 Debtors have determined that continuing to receive goods and services from the Critical Vendors, Foreign Vendors, 503(b)(9) Claimants and Lien Claimants is necessary to operate and restructure their business as a going concern and to maximize value, and have therefore sought, pursuant to the First Day Motion for the Critical Vendor Order, authority to

pay the pre-petition claims of Critical Vendors and Foreign Vendors to the extent that the estates of the Chapter 11 Debtors will benefit. Without this relief, the Chapter 11 Debtors believe that the Critical Vendors and the Foreign Vendors may cease providing equipment to the Chapter 11 Debtors and/or stop providing certain critical services and thereby take action that could impede the Chapter 11 Debtors' going concern value—a result that could be devastating for the Chapter 11 Debtors and their stakeholders.

122. Because the Debtors are subject to the same risks arising from non-payment of Critical Vendors, Foreign Vendors, 503(b)(9) Claimants and Lien Claimants, the Debtors seek the recognition of the Critical Vendor Order by this Honourable Court.

Customer and Partner Program Order

123. The Chapter 11 Debtors serve more than 2,000 customers, including industry leading enterprises, service providers, and government agencies. The Chapter 11 Debtors sell their products and services directly to end-user customers ("**End-Users**"), which include, among other things, technical support and installation services for the products purchased by End-Users, as well as project-based deployment, design, and optimization services. The Chapter 11 Debtors sell these services directly to customers using Cyxtera-employed salespersons and sales agents who offer certain promotions and special incentives. The Chapter 11 Debtors also sell their products and services indirectly to End-Users through a channel-led sales model that leverages third-party partners ("**Partners**") located around the world to engage in referrals, resales or strategic alliances with respect to the Chapter 11 Debtors' products and services. Direct sales to End-Users make up approximately 75 percent of the Chapter 11 Debtors' total booking and indirect sales and promotions make up approximately 25 percent of their total bookings. In order to promote sales to End-Users directly and through Partners and maintain End-User and Partner loyalty, the Chapter 11 Debtors have created incentive programs and promotions (the "**Customer and Partner Programs**"), which in a highly competitive market are critical to maintain End-User and Partner satisfaction. For End-Users, the Customer and Partner Programs provide incremental upfront discounts and service credits on Cyxtera's products and services, free months of products or services, and billing adjustments to address billing corrections, billing errors and service quality issues. For Partners, the Customer and Partner Programs provide commissions in respect of products and services resulting from their referrals. The Chapter 11 Debtors also offer their products and services to resale partners ("**Resellers**"), who then resell those products to End-Users. Under a Reseller program, the Resellers receive the products and services at a discount. The Chapter 11 Debtors also provide other programs to build business and good will, such as hosting a market place for alliance and ecosystem Partner, including computer, storage, networking, security and other technology or service providers, to market and sell their own products to the Chapter 11 Debtors' over 2,000 End-Users.

124. The Chapter 11 Debtors believe that the continuance of the Customer and Partner Programs, the honouring of any accrued obligations thereunder in the ordinary course of business, and the maintenance of the other programs referred to above, is necessary to retain their reputation for reliability, meet competitive market pressures and ensure customer satisfaction. Hence, in their First Day Motion for the Customer and Partner Program Order, the Chapter 11 Debtors sought authority to maintain and honour their obligations under those programs.
125. The Chapter 11 Debtors believe that the recognition of the Customer and Partner Program Order by this Honourable Court is also critical to allowing the Debtors to continue carrying on their business during the Chapter 11 Proceedings.

Employee Compensation Order

126. Cyxtera employs over 657 employees, of which 582 are employed by the Chapter 11 Debtors (the “**Employees**”) and nearly all of whom are full-time. Approximately 563 of the Chapter 11 Debtors’ Employees work in the United States (the “**U.S. Employees**”) and approximately 19 work outside the US with approximately 17 Employees working in Canada (the “**Canadian Employees**”). The Employees include personnel who are intimately familiar with the business, processes and systems, and possess unique skills and experience with respect to the Chapter 11 Debtors’ core business segments. As a global data center provider, technically skilled employees are imperative to the Chapter 11 Debtors’ business operations. Without the continued, uninterrupted services of the Employees, the Chapter 11 Debtors’ business operations will come to a halt, materially impairing the administration of their estates. The vast majority of the Employees rely on their compensation and benefits to pay their daily living expenses, and would be unfairly harmed if the Chapter 11 Debtors were not permitted to continue paying compensation and providing health insurance and other benefits during the Chapter 11 Proceedings.
127. In the First Day Motion for the Employee Compensation Order, the Chapter 11 Debtors seek authority to pay and honour wage obligations, commissions, withholding obligations, obligations to reimburse expenses, obligations under health and welfare benefit plans, workers’ compensation program obligations, severance programs, paid leave programs and retirement plans. Since these obligations tend to be paid in arrears, pre-petition amounts will have accrued and therefore the Chapter 11 Debtors sought authority to pay those pre-petition amounts. Failure to meet these obligations would cause the Employees severe hardship and make it difficult to retain them. The Employees are essential to the Chapter 11 Debtors’ business and ordinary course operations and failure to honour those obligations would disrupt the business and make it extremely difficult to find, attract and train qualified talent. Further, failure to honour obligations under workers’ compensation programs and to remit withholding taxes could result in adverse legal consequences that potentially could disrupt the reorganization process.

128. Similarly, because of the importance of the Canadian Employees to the Debtors' business and operations, CTI and the Debtors are requesting this Honourable Court recognize the Employee Compensation Order.

Insurance Maintenance Order

129. In the ordinary course of business, the Chapter 11 Debtors maintain approximately twenty-six insurance policies (collectively, the “**Insurance Policies**”) administered by various third party insurance carriers (collectively, the “**Insurance Carriers**”). The Insurance Policies address the casualty, property, executive risk, environmental and cyber categories and provide coverages for general liability, umbrella liability, property, earthquake, flood and business interruption liability, stop loss, automobile liability, crime liability, directors' and officers' liability, technology professional liability, cybersecurity and workers' compensation. The Chapter 11 Debtors have selected policy specifications and insured limits that they believe to be appropriate given the relative risk of loss, the cost of the coverage, and industry practice. In the opinion of the Debtors' management, they maintain adequate insurance with limits and coverages that they believe to be commercially reasonable.
130. The Chapter 11 Debtors' ability to maintain, renew, supplement, modify and replace the Insurance Policies as needed in the ordinary course of business is essential to preserving the value of their businesses, operations, and assets. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations and contracts that govern the Chapter 11 Debtors' commercial activities, including the requirements that the Chapter 11 Debtors maintain adequate coverage given the circumstances of the Chapter 11 Proceedings. Any interruption in insurance coverage would expose the Chapter 11 Debtors to risks such as (a) the possible incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Policies; (b) the possible incurrence of material costs and other losses that otherwise would have been reimbursed; (c) the possible inability to obtain similar insurance coverage on terms as equally favorable as the present coverage; and (d) the possible incurrence of higher costs for re-establishing lapsed Insurance Policies. Therefore, under the Insurance Maintenance Order, the Chapter 11 Debtors sought authorization to maintain the Insurance Policies, to pay related prepetition obligations thereto, including to any brokers, to renew, supplement, or modify the Insurance Policies as needed, and to enter into new insurance policies in the ordinary course of business.
131. The Insurance Policies are also critical to preserving the value of the Debtors business, operations and assets in Canada and therefore CTI and the Debtors are requesting this Honourable Court recognize the Insurance Maintenance Order.

Tax Payment Order

132. In the ordinary course of business, the Chapter 11 Debtors collect, withhold, and incur sales and use taxes, income taxes, business license fees, foreign taxes, and real and personal property taxes, as well as other governmental taxes, fees, and assessments (collectively, “**Taxes and Fees**”). The Chapter 11 Debtors pay or remit, as applicable, Taxes and Fees to various governmental authorities (each, an “**Authority**”, and collectively, the “**Authorities**”) either (a) directly by the Chapter 11 Debtors (“**Direct Taxes and Fees**”) or (b) indirectly on the Chapter 11 Debtors’ behalf by certain third parties (“**Indirect Taxes and Fees**”) on a monthly, quarterly, annual, or other periodic basis depending on the nature and incurrence of a particular Tax or Fee and as required by applicable laws and regulations. The Chapter 11 Debtors generally pay and remit Taxes and Fees through cheques and electronic transfers that are processed through their banks and other financial institutions or service providers. From time to time, the Chapter 11 Debtors may also receive tax credits for overpayments or refunds in respect of Taxes or Fees. The Chapter 11 Debtors generally use these credits in the ordinary course of business to offset against future Taxes or Fees or have the amount of such credits refunded to the Chapter 11 Debtors.
133. The Indirect Taxes and Fees include obligations related to sales and use taxes and property taxes that are paid in the ordinary course on the Chapter 11 Debtors’ behalf by their third party tax consultant Ryan, LLC (“**Ryan**”). To pay the applicable Indirect Taxes and Fees, Ryan sends the Chapter 11 Debtors a funding request for the exact amount of the applicable Indirect Tax and Fees to be transmitted, which Ryan then remits to the applicable Authorities once the funds are received from the Chapter 11 Debtors. In some instances, Ryan negotiates with certain of the Authorities to reduce property tax valuations, and thereby the amounts of certain Indirect Taxes and Fees due and owing by the Chapter 11 Debtors.
134. Additionally, the Chapter 11 Debtors are subject to, or may become subject to, routine audit investigations on account of tax returns and/or tax obligations (“**Audits**”) during the Chapter 11 Proceedings. Audits may result in additional prepetition Taxes and Fees being assessed against the Chapter 11 Debtors (“**Assessments**”).
135. Any failure by the Chapter 11 Debtors to pay Taxes and Fees could materially disrupt their business operations in several ways, including (a) the initiation of Audits by the Authorities, which would unnecessarily divert the Chapter 11 Debtors’ attention from the Chapter 11 Proceedings; (b) the suspension of the Chapter 11 Debtors’ operations, the filing of liens, the lifting of the automatic stay, and/or the pursuit of other remedies that will harm the Chapter 11 Debtors’ estates by the Authorities; and (c) in certain instances, the subjection of Chapter 11 Debtors’ directors and officers to claims of personal liability, which would distract those key individuals from their duties related to the Chapter 11 Debtors’ restructuring. Taxes and Fees not timely paid as required by law may result in fines and penalties, the accrual of interest, or both. The Chapter 11 Debtors also collect and hold certain outstanding tax

liabilities in trust for the benefit of the applicable Authorities, and these funds may not constitute property of the Chapter 11 Debtors' estates.

136. In the First Day Motion for the Tax Payment Order, the Chapter 11 Debtors sought authority to (a) pay or remit Taxes and Fees and any Assessments directly to the Authorities or to Ryan as they arise in the ordinary course of the Chapter 11 Debtors' businesses, including as a result of any resolutions of issues addressed in an Audit, and (b) undertake certain typical activities related to tax planning, including: (i) converting Chapter 11 Debtor entities from one form to another (e.g., converting an entity from a corporation to a limited liability company) via conversion, merger, or otherwise; (ii) making certain tax elections (including with respect to the tax classification of the Chapter 11 Debtor entities); (iii) changing the position of the Chapter 11 Debtor entities within the Chapter 11 Debtors' corporate structure; and (iv) modifying or resolving intercompany claims and moving assets or liabilities among the Chapter 11 Debtor entities if doing so will not alter the substantive rights of the Chapter 11 Debtors' stakeholders in the Chapter 11 Proceedings (collectively, the "**Tax Planning Activities**").
137. While I am informed by Gowling (WLG) LLP that the scope of protection of the Debtors under the stay of proceedings in the Recognition Proceedings is broader than in the United States, the Chapter 11 Debtors believe that the ordinary course payment of Taxes and Fees is in the interest of the Debtors in Canada and therefore seek the recognition by this Honourable Court of the Tax Payment Order.

ADMINISTRATION CHARGE

138. It is contemplated that Canadian legal counsel to the Foreign Representative, Gowling WLG (Canada) LLP, the proposed Information Officer, and its legal counsel McMillan LLP (the "**Professionals**") would be granted a first priority Court-ordered charge against the property of the Debtors in priority to all other charges (the "**Administration Charge**") to secure obligations owing in respect of the fees and disbursements incurred by such parties. The proposed Supplemental Order provides for an Administration Charge up to the maximum amount of \$400,000. The Debtors believe that the Administration Charge is fair and reasonable in the circumstances, having regards to the complexity of these proceedings.
139. The Debtors require the expertise, knowledge and continuing participation of the proposed beneficiaries of the Administration Charge in order to complete a successful restructuring. I believe the Administration Charge is necessary to ensure their continued participation.
140. In preparation of the Cash Flow Projections (as defined below), Cyxtera, in consultation with its financial advisor AlixPartners, considered the professional fees forecasted to be incurred on a weekly basis during the 13-week period, including for Cyxtera LLC and Cyxtera Canada. It is forecasted that the Information Officer and its counsel, and counsel to the Foreign

Representative, will incur reasonable professional fees in connections with these CCAA recognition proceedings, including, among other things, communicating with Cyxtera, its counsel Kirkland and Ellis LLP, its financial advisor Alix Partners and other stakeholders following the Initial Recognition Order, complying with the requirements of the Supplemental Recognition Order and the terms of the Credit Facility (as defined below).

141. Accordingly, I believe the quantum of the Administration Charge sought is reasonable and necessary to secure the professional fees of the Professionals.

DIP FINANCING ORDER AND LENDERS' CHARGE

142. Capitalized terms not otherwise defined in the paragraphs below shall have the meaning set out in the Credit Facility (as defined below).
143. In connection with the execution of the Restructuring Support Agreement and agreement on the foregoing restructuring terms, Cyxtera also reached an agreement with certain of the Consenting Lenders regarding the financing that would be necessary to fund the In-Court Restructuring. Pursuant to the Debtors' Motion for a super priority DIP charge (the "**DIP Motion**"), Cyxtera will seek approval in the Chapter 11 Proceedings of a \$200 million super priority secured debtor in possession facility (the "**DIP Facility**"), consisting of (a) \$150 million in new money: (i) \$40 million of which will be made available upon entry of the interim DIP order, and up to (ii) \$110 million of which will be made available upon entry of the final DIP order; (b) a "roll up" of any outstanding principal and accrued interest under the Bridge Facility as of the Petition Date, which was \$36 million upon original advancement (the "**Bridge Amount**"); and (c) a \$14 million deemed transfer of escrowed commitments under the Bridge Facility. Wilmington Savings Fund Society, FSB, in its capacity as administrative agent and the Lenders party thereto (collectively, the "**Interim Lenders**") acts as the lenders' agent for the DIP Facility. Attached hereto and marked as **Exhibit "HH"** is a draft of the Senior Secured Super Priority Debtor-In-Possession Credit Agreement.
144. Attached hereto and marked as **Exhibit "II"** is the Senior Secured Superpriority Debtor-in-Possession Guarantee Agreement dated June 6, 2023, whereby Cyxtera LLC and Cyxtera Canada guaranteed the DIP Facility.
145. As noted above, Cyxtera, including Cyxtera Canada requires access to capital in order to continue their operations during these proceedings and to pursue restructuring options with the Cyxtera Group through an alternative arrangement with their stakeholders.
146. Communications ULC will principally be using cash during these proceedings to pay ongoing day-to-day operational expenses for Cyxtera Canada, Canadian Data Centre expenses, and professional fees and disbursements in connection with these proceedings.

147. Key terms for advancement of the Credit Facility include that the U.S. Bankruptcy Court grant a super priority charge for the advancement of the Credit Facility and that Cxytera Canada and Cxytera LLC stand as guarantors for the Borrower's obligations under the Credit Facility.
148. The provision of interim financing is essential to a successful restructuring of the Cxytera Group, including the Debtors. Given the current financial situation of the Debtors, including their cash position, I understand that the proposed debtor-in-possession credit facility embodied in the Credit Facility is the only feasible alternative available to the Debtors and is on terms that are fair, reasonable and adequate.
149. Cxytera is seeking a super priority lenders charge in the Chapter 11 Proceedings over the assets of Cxytera (the "**Lenders Charge**"). The Debtors are seeking recognition of the DIP Financing Order grant by the U.S. Bankruptcy Court and an order in the Recognition Proceedings granting the same Lenders Charge in Canada with respect to the Debtors' assets in Canada.
150. I understand that the DIP Facility and the proposed Lenders Charge and the related grant of super priority security interests are fair and reasonable in the circumstances, are necessary, and in the best interest of all of the debtors' stakeholders. The DIP Facility is the culmination of extensive prepetition negotiations between the Debtors, on the one hand, and the Ad Hoc Group, on the other hand, and I understand that the Chapter 11 Debtors believe the terms are by far the best proposal that the Chapter 11 Debtors received. I believe that DIP Facility has provided Cxytera the ability to enter into the Chapter 11 Proceedings are fair and appropriate under the circumstances and in the best interest of the Debtors' estates.
151. With respect to the requested roll up of the Bridge Amount into the Lender Charge, as discussed above, the aggregate principal amount of the loans under the Bridge Facility were extended to Cxytera in early May, 2023 solely to enable them to reach the Petition Date and be able to file for the Chapter 11 Proceedings. The Bridge Amount was advanced by the DIP Lenders in good faith on that basis and without the Bridge Amount, Cxytera would have been unable to commence orderly and value preserving Chapter 11 Proceedings. The Bridge Amount is an essential element of the overall DIP Facility and its inclusion into the Lenders Charge should be approved because the DIP Lenders would not have otherwise agreed to provide the DIP financing.

153. Access to availability under the DIP Facility, including approval of the Lender Charge in the Chapter 11 Proceedings and these Recognition Proceedings, is crucial to enable the Debtors to proceed with a successful restructuring.
154. Accordingly, the Debtors believe that the DIP Facility, the proposed Lender Charge and the related grant of security interests are fair and reasonable in the circumstances, are necessary, and are in the best interests of all of the Debtors' stakeholders. As such, the Debtors seek recognition of the DIP Facility Order in these Recognition Proceedings and seek a supplemental order granting the Lenders Charge in these Recognition Proceedings.

SWORN BEFORE ME at the City of New)
York, in the State of New York, United)
States, this 6th day of June, 2023.)



Barrister and Solicitor/ Notary Public in)
and for the State of New York, United)
States)



ERIC KOZA

SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GQ6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

This is **Exhibit "A"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 20 26

Client Reference A171290

Project Number 541454

NAME SEARCHED	CYXTERA TECHNOLOGIES, INC.
JURISDICTION SEARCHED	DELAWARE

DOMESTIC JURISDICTION	DELAWARE		
FILE NUMBER	4028390		
ENTITY KIND/TYPE	LIMITED LIABILITY COMPANY		
STATUS	GOOD STANDING		
INCORPORATION/FORMATION DATE	09/12/2005		
PRINCIPAL OFFICE ADDRESS	N/A		
PHONE NUMBER	N/A		
STOCK INFORMATION	CLASS	PAR VALUE	NUMBER AUTHORIZED
	N/A		
REGISTERED AGENT	NAME	CORPORATE CREATIONS NETWORK INC.	
	STREET ADDRESS	3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 WILMINGTON, DE 19810	
	MAILING ADDRESS	3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 WILMINGTON, DE 19810	

FILING HISTORY

FILING TYPE	FILE DATE	NOTES
DOMESTICATION	9/12/2005	
FORMATION	9/12/2005	
AMENDMENT	10/06/2005	
RENEWAL	3/28/2008	
MERGER	6/16/2010	
AMENDMENT	6/16/2010	
CONVERSION	12/12/2016	
FORMATION	12/12/2016	
AMENDMENT	8/01/2017	

OFFICER INFORMATION

NAME	TITLE	ADDRESS
N/A		

DIRECTOR INFORMATION

NUMBER OF DIRECTORS	N/A	
NAME	TITLE	ADDRESS

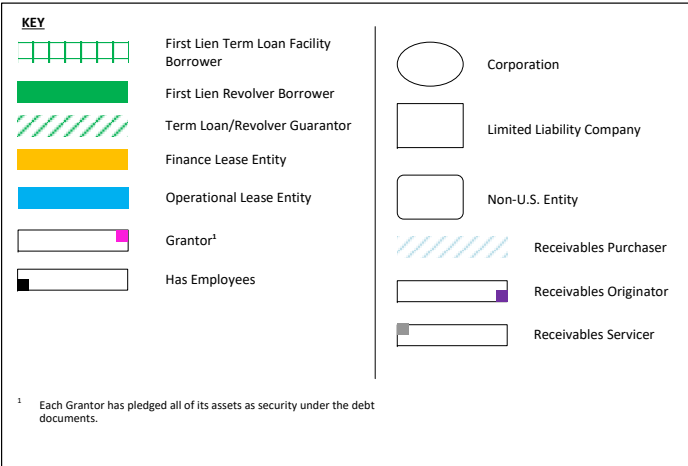
This is **Exhibit "B"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



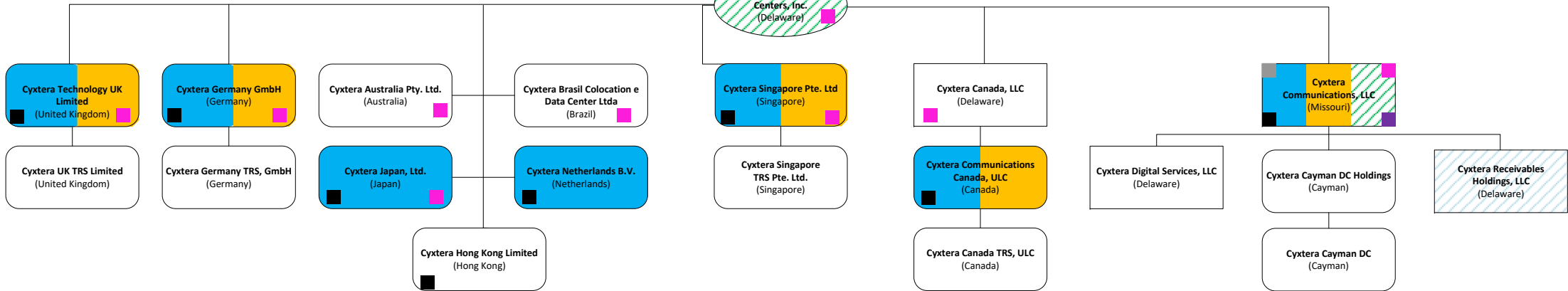
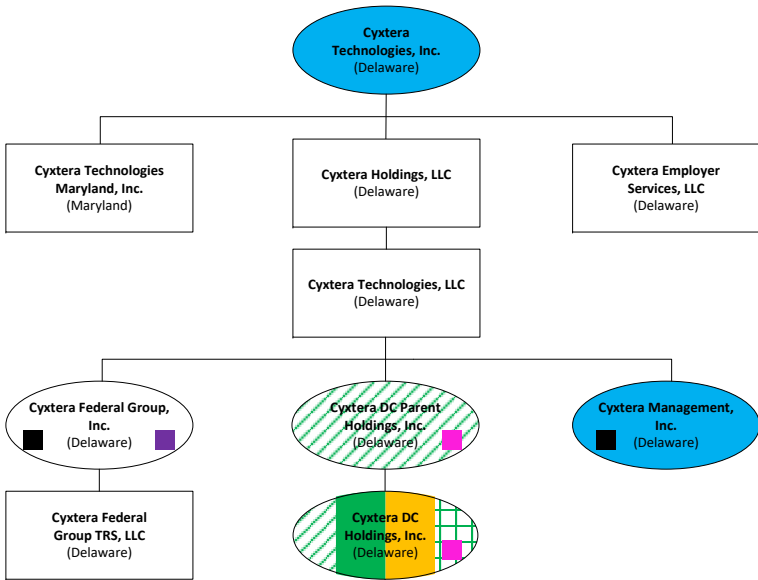
A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026



Ownership is 100% unless otherwise indicated



Funded Indebtedness

Facility	Maturity Date	Interest Rate	Security	Principal Outstanding (\$MM)
First Lien Term Loan Facility (2017) ¹	May 2024	L + 3.00% ²	Equity interests and material real property	\$770.7
First Lien Term Loan Facility (2019) ¹	May 2024	L + 4.00% ²	Equity interests and material real property	\$96.7
First Lien Revolver	April 2024	Variable ³	Equity interests and material real property	\$97.7
Bridge Facility	May 2024	Variable ⁴	Equity interests and material real property	\$50.0
PNC Receivables Account	Variable	Variable		
Total:				\$1,015,100,000

- ¹ Reflects interest rates as of September 30, 2022; interest rates subject to certain step-downs based on first lien leverage.
- ² First Lien Term Loan Facility (2017) and First Lien Term Loan Facility (2019) are separate facilities under the same agreement.
- ³ Dependent on loan type:
- SOFR – 4.00%
 - Sterling – 4.0326%
 - ABR – 3.00%
- ⁴ Dependent on loan type:
- SOFR – 5.00%
 - ABR – 4.00%

Cyxtera Technologies, Inc. Management		Cyxtera Technologies, Inc. Board of Directors	
- Nelson Fonseca	Chief Executive Officer	- Manuel D. Medina	- Fahim Ahmed
- Carlos Sagasta	Chief Financial Officer	- Greg Waters	- Benjamin Phillips
- Victor Semah	General Counsel	- Nelson Fonseca	- John W. Diercksen
- Eric Koza	Chief Restructuring Officer	- Fred Arnold*	- Roger Metzler*
- David Keasey	Chief Revenue Officer	- Scott Vogel*	
- Frank Barnett	Chief HR Officer		
- Mitch Fonseca	Chief Development Officer		
- Holland Barry	Field Chief Technology Officer		
		*Disinterested Directors	

This is **Exhibit "C"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

dClient Reference A171290

Project Number 541454

NAME SEARCHED	CYXTERA CANADA, LLC
JURISDICTION SEARCHED	DELAWARE

DOMESTIC JURISDICTION	DELAWARE		
FILE NUMBER	4028390		
ENTITY KIND/TYPE	LIMITED LIABILITY COMPANY		
STATUS	GOOD STANDING		
INCORPORATION/FORMATION DATE	09/12/2005		
PRINCIPAL OFFICE ADDRESS	N/A		
PHONE NUMBER	N/A		
STOCK INFORMATION	CLASS	PAR VALUE	NUMBER AUTHORIZED
	N/A		
REGISTERED AGENT	NAME	CORPORATE CREATIONS NETWORK INC.	
	STREET ADDRESS	3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 WILMINGTON, DE 19810	
	MAILING ADDRESS	3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 WILMINGTON, DE 19810	

FILING HISTORY

FILING TYPE	FILE DATE	NOTES
DOMESTICATION	9/12/2005	
FORMATION	9/12/2005	
AMENDMENT	10/06/2005	
RENEWAL	3/28/2008	
MERGER	6/16/2010	
AMENDMENT	6/16/2010	
CONVERSION	12/12/2016	
FORMATION	12/12/2016	
AMENDMENT	8/01/2017	

OFFICER INFORMATION

NAME	TITLE	ADDRESS
N/A		

DIRECTOR INFORMATION

NUMBER OF DIRECTORS	N/A	
NAME	TITLE	ADDRESS

This is **Exhibit "D"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/05/29
Time of Search: 08:23 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 39817783
Customer Reference Number:

Corporate Access Number: 2024716520
Business Number: 753353143
Legal Entity Name: CYXTERA COMMUNICATIONS CANADA, ULC

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Continuance
Previous Canadian/Foreign Jurisdiction: CANADA
Date of Continuance into Alberta: 2022/11/10 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2000/02/02 YYYY/MM/DD

Registered Office:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Records Address:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Email Address: GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
ZAFAR	JAFFER	B.	GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L.	1600, 421 - 7TH AVENUE SW	CALGARY	ALBERTA	T2P4K9	GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Directors:

Last Name: SAGASTA
First Name: CARLOS
Street/Box Number: 2333 PONCE DE LEON BLVD., SUITE 900
City: CORAL GABLES
Province: FLORIDA
Postal Code: 33134

Last Name: SEMAH
First Name: VICTOR
Street/Box Number: 2333 PONCE DE LEON BLVD., SUITE 900

City: CORAL GABLES
Province: FLORIDA
Postal Code: 33134

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO.
Share Transfers Restrictions: NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NO RESTRICTIONS.
Business Restricted From: NO RESTRICTIONS.
Other Provisions: SEE OTHER RULES AND PROVISIONS SCHEDULE ATTACHED HERETO.

Other Information:

Outstanding Returns:

Annual returns are outstanding for the 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/11/10	Continuance Into Alberta
2022/11/10	Update Business Number Legal Entity
2022/12/15	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/11/10
Other Rules or Provisions	ELECTRONIC	2022/11/10
Letter of Approval	10000007139398179	2022/11/10

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





Extraprovincial Company Summary

For

CYXTERA COMMUNICATIONS CANADA, ULC

Date and Time of Search: May 26, 2023 08:12 AM Pacific Time

Currency Date: September 20, 2022

ACTIVE

Registration Number in BC: A0082772

Name of Extraprovincial Company: CYXTERA COMMUNICATIONS CANADA, ULC

Business Number: 871022547 BC0001

Registration Date and Time: Registered in British Columbia on March 14, 2011 11:19 AM Pacific Time

Last Annual Report Filed: Not Required

Receiver: No

FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction:

2024716520

Name in Foreign Jurisdiction:

CYXTERA COMMUNICATIONS CANADA, ULC

Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:

November 10, 2022

Foreign Jurisdiction:

ALBERTA

COMPANY NAME INFORMATION

Previous Company Name

CYXTERA COMMUNICATIONS CANADA, INC.

SAVVIS COMMUNICATIONS CANADA, INC.

Date of Company Name Change

January 27, 2023

August 01, 2017

HEAD OFFICE INFORMATION

Mailing Address:

1600, 421 - 7TH AVENUE SW
CALGARY AB T2P 4K9
CANADA

Delivery Address:

1600, 421 - 7TH AVENUE SW
CALGARY AB T2P 4K9
CANADA

ATTORNEY INFORMATION

Corporation or Firm Name:

GOWLING WLG PACIFIC CORPORATE SERVICES INC.

Mailing Address:

SUITE 2300, BENTALL 5
550 BURRARD STREET
VANCOUVER BC V6C 2B5
CANADA

Delivery Address:

SUITE 2300, BENTALL 5
550 BURRARD STREET
VANCOUVER BC V6C 2B5
CANADA

DIRECTOR INFORMATION

Directors are not recorded for extraprovincial registration types. Go to the incorporating jurisdiction for director information.



Profile Report

CYXTERA COMMUNICATIONS CANADA, ULC as of May 26, 2023

Act	Corporations Information Act
Type	Extra-Provincial Domestic Corporation with Share
Name	CYXTERA COMMUNICATIONS CANADA, ULC
Ontario Corporation Number (OCN)	1523364
Governing Jurisdiction	Canada - Alberta
Former Jurisdiction	Canada - Federal
Incorporation/Amalgamation Date	May 05, 1999
Registered or Head Office Address	421 7 Avenue S W, 1600, Calgary, Alberta, Canada, T2P 4K9
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	May 05, 1999
Principal Place of Business	160 Elgin Street, 2600, Ottawa, Ontario, Canada, K1P 1C3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Chief Officer or Manager

Name

ROBERT OFFLEY

Address for Service

6800 Millcreek Drive, Mississauga, Ontario, Canada, L5N 4J9

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	CENTURYLINK TS
Business Identification Number (BIN)	240203000
Status	Inactive - Expired
Registration Date	February 28, 2014
Expired Date	February 27, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: VICTOR SEMAH	January 17, 2023
CIA - Notice of Change PAF: VICTOR F. SEMAH - DIRECTOR	January 03, 2019
CIA - Notice of Change PAF: VICTOR SEMAH - DIRECTOR	October 11, 2018
CIA - Notice of Change PAF: JON-MICHAEL SANCHEZ - OTHER	June 20, 2018
CIA - Notice of Change PAF: SARAH C. MATTHEWS - OTHER	August 04, 2017
CIA - Notice of Change PAF: GREGORY W. FREIBERG - OFFICER	October 19, 2010
CIA - Notice of Change PAF: GREGORY W. FREIBERG - OFFICER	October 07, 2010
EPCA - Appointment/Revised Appointment of Agent for Service	October 04, 2010
CIA - Notice of Change PAF: GEORGE L. KERNS - OFFICER	January 22, 2008
CIA - Notice of Change PAF: LYN DAVIES - OFFICER	December 19, 2002
CIA - Notice of Change PAF: NADINE MORRISON - OTHER	September 27, 2002
CIA - Initial Return PAF: DICKSON TAK SHING AU - DIRECTOR	May 21, 2002

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Ministère des Services au public et
aux entreprises

Rapport de profil

CYXTERA COMMUNICATIONS CANADA, ULC en date du 26 mai 2023

Loi	Loi sur les renseignements exigés des personnes morales
Type	Personne morale extraprovinciale du Canada avec capital-actions
Dénomination	CYXTERA COMMUNICATIONS CANADA, ULC
Numéro de société de l'Ontario	1523364
Autorité législative responsable	Canada - Alberta
Ancienne autorité législative	Canada - Fédéral
Date de constitution ou de fusion	05 mai 1999
Adresse légale ou du siège social	421 7 Avenue S W, 1600, Calgary, Alberta, Canada, T2P 4K9
Statut	Consulter l'autorité législative responsable
Date de début des activités en Ontario	05 mai 1999
Établissement principal	160 Elgin Street, 2600, Ottawa, Ontario, Canada, K1P 1C3

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.
Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Directeur ou dirigeant principal

Nom

ROBERT OFFLEY

Adresse aux fins de signification

6800 Millcreek Drive, Mississauga, Ontario, Canada, L5N 4J9

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Consulter l'autorité législative responsable

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraire

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Dénomination	CENTURYLINK TS
Numéro d'identification d'entreprise (NIE)	240203000
Statut	Inactive - Expiré
Date d'enregistrement	28 février 2014
Date d'expiration	27 février 2019

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
CIA - Avis de modification PRE: VICTOR SEMAH	17 janvier 2023
CIA - Avis de modification PRE: VICTOR F. SEMAH - DIRECTOR	03 janvier 2019
CIA - Avis de modification PRE: VICTOR SEMAH - DIRECTOR	11 octobre 2018
CIA - Avis de modification PRE: JON-MICHAEL SANCHEZ - OTHER	20 juin 2018
CIA - Avis de modification PRE: SARAH C. MATTHEWS - OTHER	04 août 2017
CIA - Avis de modification PRE: GREGORY W. FREIBERG - OFFICER	19 octobre 2010
CIA - Avis de modification PRE: GREGORY W. FREIBERG - OFFICER	07 octobre 2010
EPCA - Nomination/Constitution révisée d'un mandataire aux fins de signification	04 octobre 2010
CIA - Avis de modification PRE: GEORGE L. KERNS - OFFICER	22 janvier 2008
CIA - Avis de modification PRE: LYN DAVIES - OFFICER	19 décembre 2002
CIA - Avis de modification PRE: NADINE MORRISON - OTHER	27 septembre 2002
CIA - Rapport initial PRE: DICKSON TAK SHING AU - DIRECTOR	21 mai 2002

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraire

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-05-26 11:15:30

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1162558291
Nom	CYXTERA COMMUNICATIONS CANADA, ULC

Adresse du domicile

Adresse	1600-421 7th Ave SW Calgary AB T2P4K9 Canada
---------	--

Adresse du domicile élu

Adresse	Aucune adresse
---------	----------------

Immatriculation

Date d'immatriculation	2004-10-21
Statut	Immatriculée
Date de mise à jour du statut	2004-10-21
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1999-05-05 Constitution
Régime constitutif	Autre loi étrangère
Régime courant	ALBERTA : Business Corporations Act, RSA 2000, c. B-9

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2023-01-19
Date de la dernière déclaration de mise à jour annuelle	2022-10-13 2021
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023	2024-07-01

Faillite

L'entreprise n'est pas en faillite.

Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

La personne morale a fait l'objet d'une continuation.

Loi applicable	ALBERTA : Business Corporations Act, RSA 2000, c. B-9
Date de la continuation ou autre transformation	2022-11-10

La personne morale a fait l'objet d'une transformation.

Loi applicable	
Date de la continuation ou autre transformation	2000-02-02

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	7799
Activité	Autres services aux entreprises
Précisions (facultatives)	Technologie de communications

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
Aucun

Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom	Cytxtera Canada, LLC
-----	----------------------

Adresse du domicile

104-3411 Silverside Rd, Tatnall Building Wilmington
Delaware 19810 United States

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d'une loi du Québec ou d'une autre autorité législative du Canada.

Liste des administrateurs

Nom de famille	Semah
Prénom	Victor
Date du début de la charge	2017-08-01
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Vice-président exécutif et chef de la conformité
Adresse du domicile	
Adresse professionnelle	

Nom de famille	Sagasta
Prénom	Carlos
Date du début de la charge	2020-02-16
Date de fin de la charge	
Fonctions actuelles	Vice-président exécutif et directeur financier
Adresse du domicile	900-2333 Ponce de Leon Blvd Coral Gables FL 33134 États-Unis
Adresse professionnelle	

Dirigeants non membres du conseil d'administration

Nom de famille	Fonseca
Prénom	Nelson
Fonctions actuelles	Président
Adresse du domicile	900-2333 Ponce de Leon Blvd Coral Gables FL 33134 États-Unis
Adresse professionnelle	

Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

Fondé de pouvoir

Nom	Gowling WLG (Canada) S.E.N.C.R.L., s.r.l.
Adresse du domicile	3700-1 Place Ville-Marie Montréal (Québec) H3B3P4 Canada

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Déclaration de mise à jour de correction	2023-01-19
Déclaration de mise à jour de correction	2023-01-19
Déclaration de mise à jour courante	2023-01-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2021	2022-10-13
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2021-06-30
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2021-01-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2019-03-14
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2018-08-21
Déclaration de mise à jour courante	2018-03-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2017-08-01
Déclaration de mise à jour courante	2017-05-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2016-06-08
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2015-07-27
Déclaration de mise à jour courante	2014-07-01
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2014-07-01
Déclaration de mise à jour courante	2014-03-19
Déclaration de mise à jour courante	2014-03-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2013-07-03
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-11-18
Déclaration de mise à jour courante	2011-07-20
État et déclaration de renseignements 2010	2010-12-16
Déclaration modificative	2010-10-05
Déclaration annuelle 2009	2010-01-13
Déclaration annuelle 2008	2009-11-27
Déclaration annuelle 2007	2009-11-27
Déclaration annuelle 2006	2008-12-30
Avis de défaut	2008-11-14
Avis de défaut	2008-09-08
Déclaration modificative	2008-05-06
Déclaration annuelle 2005	2005-12-19
Déclaration modificative	2005-09-21
Déclaration modificative	2005-08-18
Avis de correction	2005-01-24
Déclaration d'immatriculation	2004-10-21

Index des noms

Date de mise à jour de l'index des noms	2023-01-17
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Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CYXTERA COMMUNICATIONS CANADA, ULC		2023-01-17		En vigueur

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CYXTERA COMMUNICATIONS CANADA, INC.		2017-08-01	2023-01-17	Antérieur
SAVVIS COMMUNICATIONS CANADA, INC.		2010-10-05	2017-08-01	Antérieur
FUSEPOINT SERVICES D'INFOGÉRANCE INC.	FUSEPOINT MANAGED SERVICES INC.	2005-08-18	2010-10-05	Antérieur
FUSEPOINT MANAGED SERVICES INC.		1999-05-05	2005-08-18	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CYXTERA ®		2023-01-17		En vigueur
COMMUNICATIONS CYXTERA CANADA		2017-08-01		En vigueur
LIEN DU SIÈCLE ST	CENTURYLINK TS	2014-03-19		En vigueur
CONSORTIUM FUSEPOINT - GDG		2008-05-06		En vigueur
SERVICES DE GESTION FUSEPOINT		2004-10-21		En vigueur
VERSUS		2005-08-18	2008-12-30	Antérieur
VERSUS INFORMATIQUE		2005-08-18	2008-12-30	Antérieur



© Gouvernement du Québec

This is **Exhibit "E"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2023/05/26
Time of Search: 09:03 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 39808925
Customer Reference Number:

Corporate Access Number: 2024637999
Business Number: 756893541
Legal Entity Name: CYXTERA CANADA TRS, ULC
Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2022/10/24 YYYY/MM/DD

Registered Office:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Records Address:
Street: 1600, 421 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Email Address: GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
JAFFER	ZAFAR	B.	GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L.	1600, 421 - 7TH AVENUE SW	CALGARY	ALBERTA	T2P4K9	GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

Directors:

Last Name: SAGASTA
First Name: CARLOS
Street/Box Number: 2333 PONCE DE LEON BLVD., SUITE 900
City: CORAL GABLES
Province: FLORIDA
Postal Code: 33134

Last Name: SEMAH
First Name: VICTOR
Street/Box Number: 2333 PONCE DE LEON BLVD., SUITE 900
City: CORAL GABLES
Province: FLORIDA

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO.
Share Transfers Restrictions:	NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	15
Business Restricted To:	NO RESTRICTIONS.
Business Restricted From:	NO RESTRICTIONS.
Other Provisions:	SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO.

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/10/24	Incorporate Alberta Corporation
2022/10/24	Update Business Number Legal Entity
2022/12/15	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2022/10/24
Other Rules or Provisions	ELECTRONIC	2022/10/24

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is **Exhibit "F"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2024

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Technologies, LLC

2. All other names debtor used in the last 8 years Cyxtera Technologies, Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 82-0821569

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Technologies, LLC
Name

Case number (if known)

7. Describe debtor's business

A. Check One:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub- box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No
- ☐ Yes.

District

When MM/DD/YYYY

Case number

District

When MM/DD/YYYY

Case number

If more than 2 cases, attach a separate list.

Debtor Cyxtera Technologies, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Technologies, LLC
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

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

In re:

CYXTERA TECHNOLOGIES, LLC

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Holdings, LLC	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

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

)	
In re:	)	Chapter 11
)	
CYXTERA TECHNOLOGIES, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Holdings, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPLIED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU-TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Technologies, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.


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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

C41B7ED0B2FE444...
Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:


Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

04167E000EFC6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

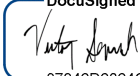
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

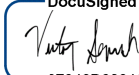
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

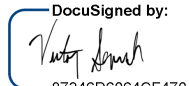
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

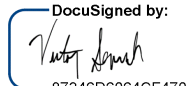
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

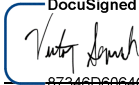
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

Nelson Fonseca
Its: Authorized Signatory

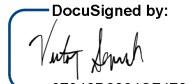
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

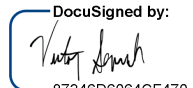
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

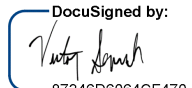
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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Carlos Sagasta

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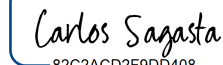
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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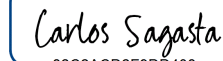
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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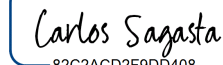
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

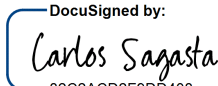
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

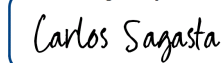
DocuSigned by:

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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

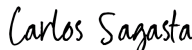
CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Technologies, Inc.

2. All other names debtor used in the last 8 years Starboard Value Acquisition Corp.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 84-3743013

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Technologies, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Technologies, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Technologies, Inc. Case number (if known) _____
Name

- | | | | | | | |
|---|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X /s/ Eric Koza Eric Koza
Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael Sirota Date 06/04/2023
Signature of attorney for debtor MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA TECHNOLOGIES, INC.)	
	)	Case No. 23-_____(____)
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
BCEC-SIS Holdings, L.P.	650 Madison Avenue, Floor 23 New York, NY 10022-1767	37.9%
Starboard Value LP	777 3 rd Avenue, Floor 18 New York, NY 10017-1303	15.7%
Medina Capital Fund II – SIS Holdco, LP	2333 Ponce de Leon Blvd, Suite 900 Coral Gables, FL 33134-5449	12.7%
FMR LLC	245 Summer Street, Boston, Massachusetts 02210	11.3%
Lumen Technologies Service Group, LLC	1025 Eldorado Blvd Broomfield, CO 80021-8254	6.4%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA TECHNOLOGIES, INC.)	
	)	Case No. 23-_____ (____)
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
BCEC-SIS Holdings, L.P.	37.9%
Starboard Value LP	15.7%
FMR LLC	11.3%
Medina Capital Fund II – SIS Holdco, LP	12.7%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD, MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD, MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Official Form 201A (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

CYXTERA TECHNOLOGIES, INC.

Debtor.

)
) Chapter 11
)
)
)
)
)

Case No. 23-_____(____)

Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11

If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 001-39496

The following financial data is the latest available information and refers to the debtor's condition on
December 31, 2022

Total assets	\$	<u>131,000,000¹</u>
Total debts (including debts listed in 2.c., below)	\$	<u>2,679,000,000²</u>
Debt securities held by more than 500 holders		
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	
Number of shares of preferred stock		<u>N/A</u>
Number of shares of common stock		<u>180,317,485</u>

Comments, if any: _____

Brief description of debtor's business:

Global data center operator that provides deeply connected and intelligently automated infrastructure to businesses around the world.

List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor:

BCEC-SIS Holdings, L.P.; Medina Capital Fund II – SIS Holdco, LP; Starboard Value LP; Lumen Technologies Service Group, LLC; FMR LLC

¹ As of December 31, 2022.

² As of December 31, 2022.

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Technologies, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ */s/ Eric Koza*

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

RESOLUTIONS TO BE ADOPTED BY
THE BOARD OF DIRECTORS OF
CYXTERA TECHNOLOGIES, INC.

WHEREAS, the Board of Directors (the “Board”) of Cyxtera Technologies, Inc., a Delaware corporation (the “Company”), has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for the Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Company’s Amended and Restated By Laws (the “Bylaws”) and the laws of the State of Delaware (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by the Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by the Company in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Board has determined that it is in the best interests of the Company to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which it is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which it is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any director or other duly appointed officer of the Company (collectively, the “Authorized Persons” and each an “Authorized Person”) deems to be in the best interests of the Company; and

WHEREAS, the Board has reviewed and considered the materials presented by the management of the Company and the Company's financial and legal advisors (collectively, the "Restructuring Advisors"), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Bylaws, the Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of the Board, it is desirable and in the best interest of the Company, its stakeholders, its creditors, and other parties in interest, that the Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Bylaws of the Company and the laws of the State of Delaware, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any Authorized Person shall be, and each of them individually hereby is, authorized and directed for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of the Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of the Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of the Board, it is desirable and in the best interest of the Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; and (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of

outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the “DIP Credit Agreement”) among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the “DIP Facility Term Sheet”); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Company will provide certain adequate protection to the Prepetition First Lien Lenders (the “Adequate Protection Obligations”) as documented in proposed interim and final orders (collectively, the “DIP Financing Orders”) to be submitted for approval of the Bankruptcy Court, and, to the extent that the Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of the Board, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the “DIP Documents”), and the Company’s execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;
- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by the Company in connection with the DIP Facility;
- (g) any guarantee executed by the Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by the Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, the Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, the Company to execute deliver, and perform all of the

obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of the Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person's execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of the Company, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of the Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of the Company, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of the Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, the Company to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by, or on behalf of the Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require the Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which the Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively,

the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that the Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, the Company to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed to employ on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with the Company’s chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that the Board hereby reaffirms that Eric Koza is the current Chief Restructuring Officer (“CRO”) and Raymond Li is the current Deputy Chief Restructuring Officer (“Deputy CRO”) of the Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among the Company and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of the Company and such other duties and responsibilities as may be determined by the Board to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of the Company’s business as it specifically relates to the Company’s restructuring initiatives, subject to the direction of the Board; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that the Board hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of the Company (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of the Company to negotiate, execute, and deliver the Receivables Sale Documents to which the Company is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of the Company’s obligations or the exercise of the Company’s rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of the Company, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by the Company; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Bylaws and the laws of the State of Delaware, be, and each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of the Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of the Company to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that the Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Bylaws, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds and other things as the Company itself may lawfully do, in accordance with the Bylaws and the laws of the State of Delaware, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[Remainder of page intentionally left blank]

* * *

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Technologies Maryland, Inc.

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 92- 0512896

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____



Debtor Cyxtera Technologies Maryland, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Technologies Maryland, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Technologies Maryland, Inc.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion
16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES MARYLAND, INC.

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, Inc.	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES MARYLAND, INC.

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

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				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Technologies Maryland, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[Remainder of page intentionally left blank]

* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

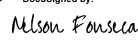
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0808F64411

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:


Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

0418182008272111...

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

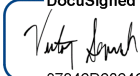
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

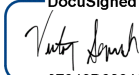
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

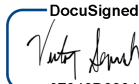
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

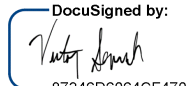
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

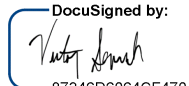
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

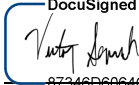
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

Nelson Fonseca
Its: Authorized Signatory

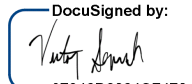
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

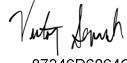
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

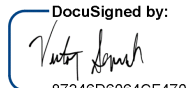
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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Carlos Sagasta

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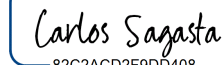
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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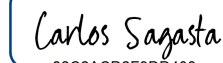
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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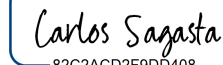
A blue ink signature of Carlos Sagasta, written in a cursive style, enclosed within a blue rectangular border.82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

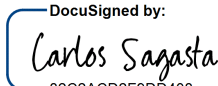
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

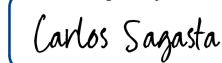
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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



82C2ACD2F9DD408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

0262ACB2F0BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Netherlands B.V.

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1701564

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Netherlands B.V.
Name

Case number (if known)

7. Describe debtor's business

A. Check One:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub- box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No
- ☐ Yes.

District

When MM/DD/YYYY

Case number

District

When MM/DD/YYYY

Case number

If more than 2 cases, attach a separate list.

Debtor Cyxtera Netherlands B.V. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Netherlands B.V.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA NETHERLANDS B.V.,

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Data Centers, Inc.	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA NETHERLANDS B.V.,

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Data Centers, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPLIED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU-TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Netherlands B.V.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

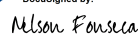
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0808F64411

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

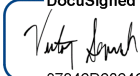
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

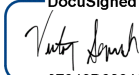
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

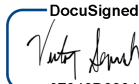
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

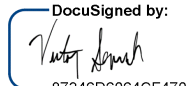
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

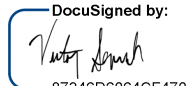
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

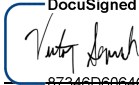
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

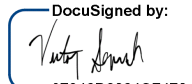
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

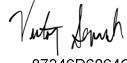
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

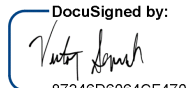
Carlos Sagasta

DocuSigned by:

67346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:

Carlos Sagasta

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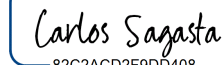
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DD408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

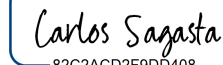
A blue ink signature of Carlos Sagasta, written in a cursive style, is positioned above a horizontal line.82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

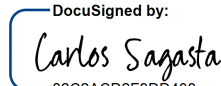
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

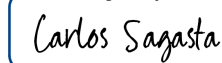
DocuSigned by:

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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

8262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Management, Inc.

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 82-0800913

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



2314853230604000000000014

Debtor Cyxtera Management, Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .

5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

☒ Chapter 11. *Check all that apply:*

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Management, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____
MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?

Number Street

City State Zip Code

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input checked="" type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

Debtor Cytxera Management, Inc.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/ DD / YYYY

X /s/ Eric Koza
Signature of authorized representative of debtor

Title Chief Restructuring Officer

Eric Koza
Printed name

18. Signature of attorney

X /s/ Michael Sirota Date 06/04/2023
Signature of attorney for debtor MM/DD/YYYY

Michael Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack
City

(201) 489-3000
Contact phone

014321986
Bar number

NJ
State

07601
ZIP Code

msirota@coleschotz.com
Email address

NJ
State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

)	
In re:	)	Chapter 11
)	
CYXTERA MANAGEMENT, INC.	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, LLC	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

_____)	
In re:	)	Chapter 11
)	
CYXTERA MANAGEMENT, INC.	)	Case No. 23-_____(____)
)	
Debtor.)	
_____)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL: 703 846-9000 EMAIL: TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL: PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL: +1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD, MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD, MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Management, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ **/s/ Eric Koza**

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

C41B7ED0B2FE444...
Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

04467E8888F64444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory


IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

0418182008272011...

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

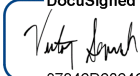
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

87346D6064CF470...

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

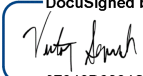
Carlos Sagasta

DocuSigned by:

07346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

87346D6864CF476...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

87346D6064CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

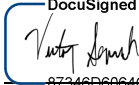
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

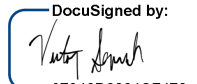
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

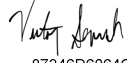
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

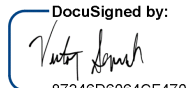
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

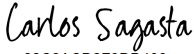
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

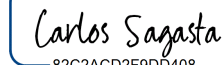
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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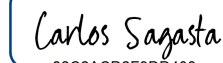
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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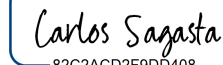
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

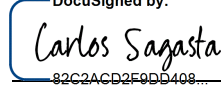
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DD408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

8262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Holdings, LLC

2. All other names debtor used in the last 8 years Mundo Merger Sub 2, LLC

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) Disregarded Entity

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Holdings, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Holdings, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Holdings, LLC
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

✕

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney**

✕

/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA HOLDINGS, LLC

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, Inc.	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA HOLDINGS, LLC

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Holdings, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Nelson Fonseca

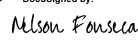
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:


Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
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Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

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Nelson Fonseca

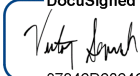
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

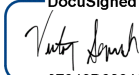
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

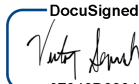
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

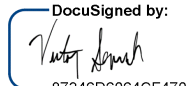
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

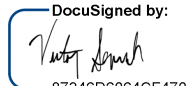
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

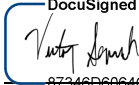
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

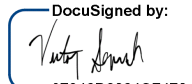
Carlos Sagasta

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

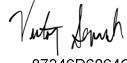
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

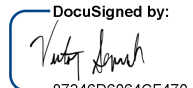
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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Carlos Sagasta

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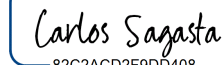
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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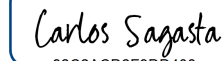
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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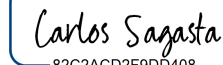
A blue ink signature of Carlos Sagasta, written in a cursive style, enclosed within a blue rectangular border.82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

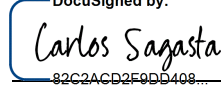
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

0262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Federal Group, Inc.

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 82-2004954

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Federal Group, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Federal Group, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Federal Group, Inc. Case number (if known) _____
Name

- | | | | | | | |
|---|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA FEDERAL GROUP, INC.)	
	)	Case No. 23-_____(____)
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, LLC	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

_____)	
In re:	)	Chapter 11
)	
CYXTERA FEDERAL GROUP, INC.	)	Case No. 23-_____(____)
)	
Debtor.)	
_____)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL: 703 846-9000 EMAIL: TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL: PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL: +1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Federal Group, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

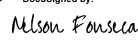
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0808F64411

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

04467E8888F6E444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

04162FED080EF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

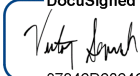
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

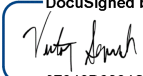
Carlos Sagasta

DocuSigned by:

07346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

87346D6864CF476...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

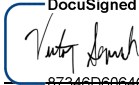
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

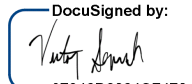
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

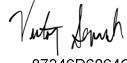
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

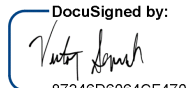
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

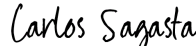
DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:



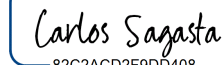
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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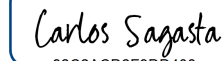
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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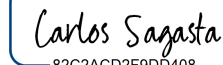
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

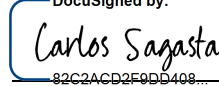
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Employer Services, LLC

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 92-0632257

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cytxera Employer Services, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Employer Services, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Employer Services, LLC Case number (if known) _____
Name

- | | | | | | | |
|---|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X /s/ Eric Koza Eric Koza
Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael Sirota Date 06/04/2023
Signature of attorney for debtor MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

)	
In re:	)	Chapter 11
)	
CYXTERA EMPLOYER SERVICES, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, Inc.	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

)	
In re:	)	Chapter 11
)	
CYXTERA EMPLOYER SERVICES, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

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				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Employer Services, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ */s/ Eric Koza*

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:
Nelson Fonseca
C41B7ED0B2FE444...

Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:


Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF444
Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

04162FED080EF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

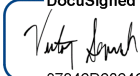
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

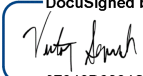
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

87346D6864CF476...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

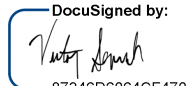
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

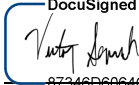
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

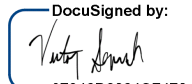
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

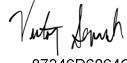
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

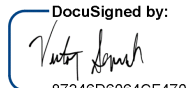
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

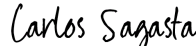
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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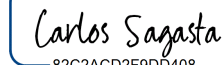
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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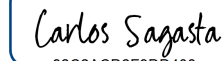
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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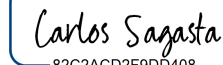
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

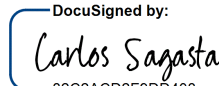
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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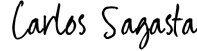
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Digital Services, LLC

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 92-0658315

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>2333 Ponce De Leon Boulevard, Suite 900</u>	
Number Street	Number Street
	P.O. Box
<u>Coral Gables, Florida 33134</u>	
City State Zip Code	City State Zip Code
	Location of principal assets, if different from principal place of business
<u>Miami-Dade County</u>	
County	Number Street
	City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____



Debtor Cytxera Digital Services, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Digital Services, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Digital Services, LLC
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities (on a consolidated basis)

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY**X**/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

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

)	
In re:	)	Chapter 11
)	
CYXTERA DIGITAL SERVICES, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Communications, LLC	2333 Ponce De Leon Boulevard Suite 900 Coral Gables, FL 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

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

)	
In re:	)	Chapter 11
)	
CYXTERA DIGITAL SERVICES, LLC	)	Case No. 23-_____ (____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cytera Communications, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Digital Services, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:


Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

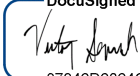
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

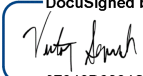
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

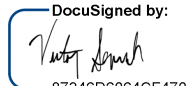
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

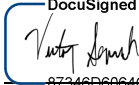
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory


Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

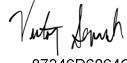
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

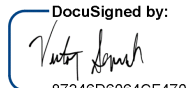
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

67346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:

Carlos Sagasta

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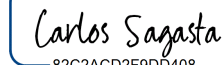
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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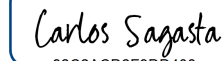
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

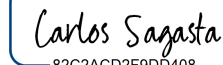
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



82C2ACD2F9DD408...
Carlos Sagasta

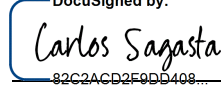
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

8262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera DC Parent Holdings, Inc.

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 82-0779491

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____



Debtor Cyxtera DC Parent Holdings, Inc.
Name

Case number (if known)

7. Describe debtor's business

A. Check One:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No
- ☐ Yes.

District

When MM/DD/YYYY

Case number

District

When MM/DD/YYYY

Case number

If more than 2 cases, attach a separate list.

Debtor Cyxtera DC Parent Holdings, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera DC Parent Holdings, Inc.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion
16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title

Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA DC PARENT HOLDINGS, INC.)	
	)	Case No. 23-_____(____)
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Technologies, LLC	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA DC PARENT HOLDINGS, INC.

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Technologies, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera DC Parent Holdings, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[Remainder of page intentionally left blank]

* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

C41B7ED0B2FE444...
Nelson Fonseca

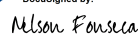
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0000F0E441

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:


Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

0187EC88DEF444
Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

0418182008272011...

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

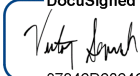
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

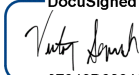
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

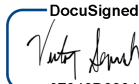
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

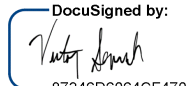
Carlos Sagasta

DocuSigned by:

87346D6864CF476...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

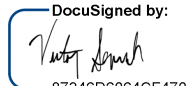
Carlos Sagasta

DocuSigned by:

87346D6064CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

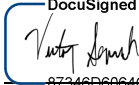
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

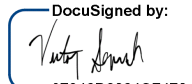
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

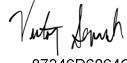
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

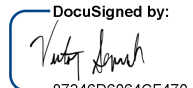
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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Carlos Sagasta

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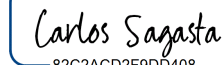
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

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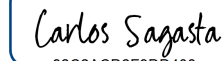
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

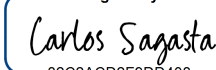
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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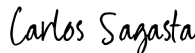
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera DC Holdings, Inc.

2. All other names debtor used in the last 8 years Colorado Buyer Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 81-4579358

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900
Number Street

Coral Gables, Florida 33134

City State Zip Code

Miami Dade County

County

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cytxera DC Holdings, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera DC Holdings, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera DC Holdings, Inc.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

✕

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney**

✕

/s/

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 MainStreet

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA DC HOLDINGS, INC.)	
	)	Case No. 23-_____(____)
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera DC Parent Holdings, Inc.	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

)	
In re:	)	Chapter 11
)	
CYXTERA DC HOLDINGS, INC.	)	Case No. 23-_____ (____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera DC Parent Holdings, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera DC Holdings, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Nelson Fonseca

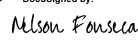
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
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Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

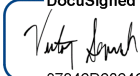
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

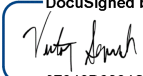
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

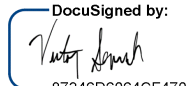
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

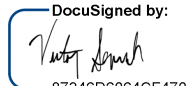
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

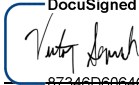
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

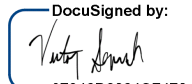
Carlos Sagasta

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

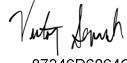
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

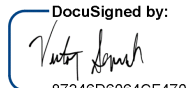
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

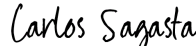
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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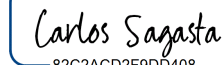
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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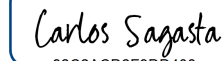
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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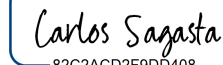
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

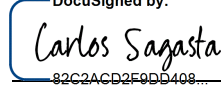
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DD408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

8262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Data Centers, Inc.

2. All other names debtor used in the last 8 years Savvis, Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 43-1809960

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Data Centers, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Data Centers, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Data Centers, Inc.
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

✕

/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney**

✕

/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:)	
	)	Chapter 11
CYXTERA DATA CENTERS, INC.)	
	)	Case No. 23-_____ (____)
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera DC Holdings, Inc.	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

_____)	
In re:	)	Chapter 11
)	
CYXTERA DATA CENTERS, INC.	)	Case No. 23-_____ (____)
)	
Debtor.)	
_____)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera DC Holdings, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Data Centers, Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

04167E000EFC6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
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Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

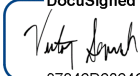
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

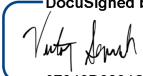
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

87346D6064CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

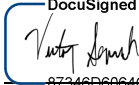
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

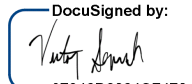
Carlos Sagasta

DocuSigned by:

87346D6664CF470...
Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

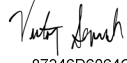
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

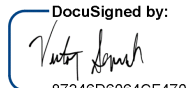
Carlos Sagasta

DocuSigned by:

67346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

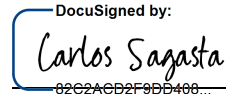
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

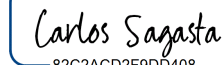
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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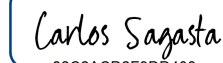
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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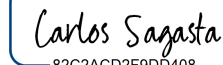
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

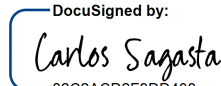
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

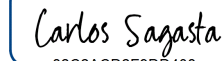
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

82C2ACB2F9DB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Communications, LLC

2. All other names debtor used in the last 8 years
SAVVIS Communications, LLC
Colorado New Communications, LLC
SAVVIS Communications Corporation

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) Disregarded Entity

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>2333 Ponce De Leon Boulevard, Suite 900</u> Number Street	Number Street
<u>Coral Gables, Florida 33134</u> City State Zip Code	P.O. Box
<u>Miami-Dade County</u> County	Location of principal assets, if different from principal place of business
	<u>1919 Park Avenue</u> Number Street
	<u>Weehawken, New Jersey 07086</u> City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor
☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Communications, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Communications, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Communications, LLC Case number (if known) _____
Name

- | | | | | | | |
|---|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X /s/ Eric Koza Eric Koza
Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael Sirota Date 06/04/2023
Signature of attorney for debtor MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA COMMUNICATIONS, LLC

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Data Centers, Inc.	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

)	
In re:	)	Chapter 11
)	
CYXTERA COMMUNICATIONS, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Data Centers, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1 HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2 DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3 MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4 CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5 LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Communications, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

C41B7ED0B2FE444...
Nelson Fonseca

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

04467E0808F6E444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187E08BDEF444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

0418182008272011...

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

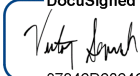
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

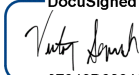
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

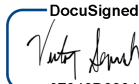
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

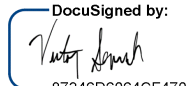
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

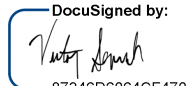
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

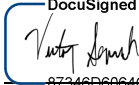
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

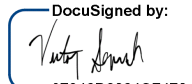
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

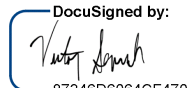
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

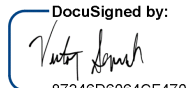
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:

Carlos Sagasta

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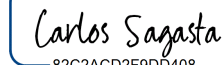
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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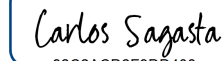
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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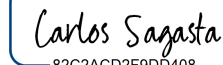
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

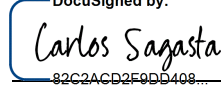
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

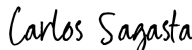
CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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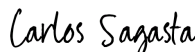
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



82C2ACB2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Communications Canada, ULC

2. All other names debtor used in the last 8 years Cyxtera Communications Canada, Inc.
SAVVIS Communications Canada, Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1701748

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Communications Canada, ULC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cytxera Communications Canada, ULC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

District

District of New Jersey

When

06/04/2023

MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- ☐ It needs to be physically secured or protected from the weather.

- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

- ☐ Other _____

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)☐ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☒ 5,001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000

Debtor Cyxtera Communications Canada, ULC
Name

Case number (if known)

- | | | | | | | |
|---|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input checked="" type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

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

)	
In re:	)	Chapter 11
)	
CYXTERA COMMUNICATIONS CANADA, ULC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Canada, LLC	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

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

)	
In re:	)	Chapter 11
)	
CYXTERA COMMUNICATIONS CANADA, ULC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Canada, LLC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1 HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2 DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3 MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4 CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5 LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPL IED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU- TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Communications Canada, ULC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ **/s/ Eric Koza**

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. (“Cyxtera Netherlands”), the sole shareholder (constituting the general meeting) (each a “Governing Body”), as applicable, of each of the entities listed on **Schedule I** hereof (each, a “Company” and collectively, the “Companies”), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the “Restructuring Matters”), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the “Receivables Sale Documents” (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”) as seller, Cyxtera Communications, LLC (“Cyxtera Communications”) as servicer, PNC Bank, National Association (the “Administrative Agent”), PNC Capital Markets LLC (the “Structuring Agent”) and the Purchasers from time to time party thereto (the “Receivables Purchase Agreement”); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. (“Cyxtera Federal”) as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the “Receivables Program”);

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

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Nelson Fonseca

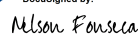
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0808F64411

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

04167E0000F00000

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA
COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
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Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.


DocuSigned by:

C4197ED082FE444...
Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta


DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

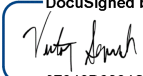
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.


Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

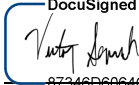
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

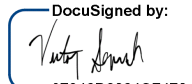
Carlos Sagasta

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

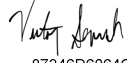
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

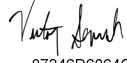
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

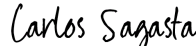
DocuSigned by:

67346D6664CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:



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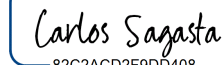
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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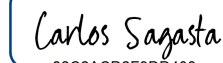
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

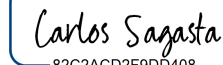
82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

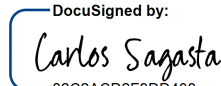
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

8262ACB2F9BB408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

82C2ACD2F9DB408...

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Canada, LLC

2. All other names debtor used in the last 8 years SAVVIS Canada, LLC

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cytxera Canada, LLC
Name

Case number (if known)

7. Describe debtor's business

A. Check One:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub- box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No
- ☐ Yes.

District

When MM/DD/YYYY

Case number

District

When MM/DD/YYYY

Case number

If more than 2 cases, attach a separate list.

Debtor Cyxtera Canada, LLC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Canada, LLC
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion
16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

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

In re:

CYXTERA CANADA, LLC

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Data Centers, Inc.	2333 Ponce De Leon Boulevard, Suite 900 Coral Gables, Florida 33134	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

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

)	
In re:	)	Chapter 11
)	
CYXTERA CANADA, LLC	)	Case No. 23-_____(____)
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Data Centers, Inc.	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1 HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2 DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3 MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4 CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5 LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPLIED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU-TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Canada, LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ */s/ Eric Koza*

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.


[Remainder of page intentionally left blank]

* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

C41B7ED0B2FE444...
Nelson Fonseca

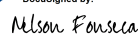
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

04107E0000F0E441

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

04467E0808F6E444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

04187EC88DEF6444

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
C4187ED0825E444

Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I **IN WITNESS WHEREOF**, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

0418182008272011...

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

DocuSigned by:

Nelson Fonseca

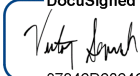
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

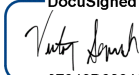
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

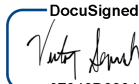
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

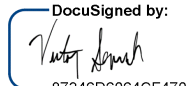
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

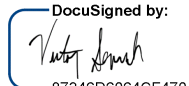
Carlos Sagasta

DocuSigned by:

87346D6064CF470...
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

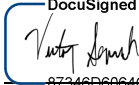
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

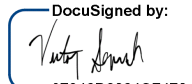
Carlos Sagasta

DocuSigned by:

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

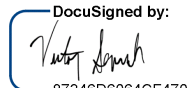
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

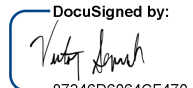
Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

DocuSigned by:

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

DocuSigned by:

Carlos Sagasta

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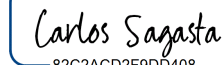
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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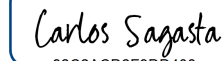
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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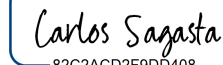
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

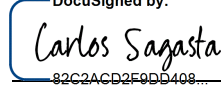
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

DocuSigned by:

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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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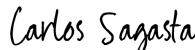
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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for
Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Cyxtera Canada TRS, ULC

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1700701

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

2333 Ponce De Leon Boulevard, Suite 900

Number Street

Number Street

P.O. Box

Coral Gables, Florida 33134

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Miami-Dade County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https:// www.cyxtera.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____



Debtor Cyxtera Canada TRS, ULC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5182

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No
- ☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

Debtor Cyxtera Canada TRS, ULC Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
District District of New Jersey When 06/04/2023
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other _____

Where is the property?
Number Street
City State Zip Code

Is the property insured?
☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
☐ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
☐ 50-99 ☒ 5,001-10,000 ☐ 50,001-100,000
☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
☐ 200-999

Debtor Cyxtera Canada TRS, ULC
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion
16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2023
MM/DD/YYYY

X/s/ Eric Koza

Signature of authorized representative of debtor

Eric Koza

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Michael Sirota

Signature of attorney for debtor

Date

06/04/2023

MM/DD/YYYY

Michael Sirota

Printed name

Cole Schotz P.C.

Firm name

Court Plaza North, 25 Main Street

Number

Street

Hackensack

City

NJ

State

07601

ZIP Code

(201) 489-3000

Contact phone

msirota@coleschotz.com

Email address

014321986

Bar number

NJ

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Cyxtera Technologies, Inc.

Cyxtera Technologies, LLC
Cyxtera Canada TRS, ULC
Cyxtera Canada, LLC
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 B.V.
Cyxtera Technologies Maryland, Inc.
Cyxtera Technologies, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA CANADA TRS, ULC,

Debtor.

)
) Chapter 11
)

) Case No. 23-_____(____)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Cyxtera Communications Canada, ULC	2333 Ponce de Leon Blvd, Suite 900 Coral Gables, FL 33134-5449	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA CANADA TRS, ULC,

Debtor.

)
) Chapter 11
)
)

Case No. 23-_____(____)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Cyxtera Communications Canada, ULC	100%

Fill in this information to identify the case:

Debtor name Cyxtera Technologies, Inc., et al.
 United States Bankruptcy Court for the: District of New Jersey (State)
 Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
1	HITT CONTRACTING INC 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042	CORPORATE HEADQUARTERS 2900 FAIRVIEW PARK DR, FALLS CHURCH, VA 22042 TEL:703 846-9000 EMAIL:TRICHMOND@HITT-GC.COM	TRADE PAYABLE				\$3,534,906
2	DIGITAL REALTY 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201	RAFAL RAK, VICE PRESIDENT, PORTFOLIO MANAGEMENT GROUP, DIGITAL REALTY, 2323 BRYAN STREET, SUITE 1800, DALLAS, TX 75201 MOBILE 408-429-5630, RRAK@DIGITALREALTY.COM	TRADE PAYABLE				\$2,509,637
3	MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200, MENLO PARK, CA 94025	C. MICHAEL JOHNSTON MENLO EQUITIES 2765 SAND HILL ROAD, SUITE 200 MENLO PARK, CA 94025 MAIN: 650-326-9300 | DIRECT: 650-289-1709 JOHNSTON@MENLOEQUITIES.COM	TRADE PAYABLE				\$2,262,583
4	CUMMINS SALES AND SERVICE 500 JACKSON ST, COLUMBUS, IN 47201	CORPORATE HEADQUARTERS 500 JACKSON ST, COLUMBUS, IN 47201 TEL: 800 286-6467 EMAIL:PEM.NATIONAL.ACCOUNTS@CUMMINS.COM	TRADE PAYABLE				\$2,240,112
5	LAZARD FRERES & CO 30 ROCKEFELLER PLAZA NEW YORK, NY, 10112	TEL:+1 212 632 6000	TRADE PAYABLE				\$1,500,000

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
6 SECURITAS SECURITY SERVICES USA INC 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606	NORTH AMERICA OFFICE 150 S. WACKER DRIVE, SUITE LL50, CHICAGO, IL 60606 TEL: 312 715-1550 EMAIL:RONALD.NOVAK02@SECURITASINC.COM	TRADE PAYABLE				\$1,404,136
7 SOUTHWIRE COMPANY, LLC ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119	CORPORATE OFFICE ONE SOUTHWIRE DRIVE, CAROLLTON, GA 30119 TEL:770 832-4529 EMAIL:SANDRA.PITTS@SOUTHWIRE.COM	TRADE PAYABLE				\$1,090,893
8 POWER SOLUTIONS LLC 17201 MELFORD BLVD, BOWIE, MD 20715	CORPORATE OFFICE HEADQUARTERS 17201 MELFORD BLVD, BOWIE, MD 20715 TEL: 301 794-0330 FAX: 301 794-0340 EMAIL:AHICKS@POWERSOLUTIONS-LLC.COM;INFO@POWERSOLUTIONS-LLC.COM	TRADE PAYABLE				\$995,085
9 IRON MOUNTAIN 8521 EAST PRINCESS DRIVE, SCOTTSDALE, AZ 85255	JASON SCANLAN, SENIOR ACCOUNT MANAGER, IRON MOUNTAIN 602-273-5499 – OFFICE 480-265-0484 – MOBILE EMAIL: JASON.SCANLAN@IRONMOUNTAIN.COM	TRADE PAYABLE				\$902,830
10 TRANE US INC 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601	COMMERCIAL SALES OFFICE 3600 PAMMEL CREEK RD, LA CROSSE, WI 54601 TEL: 608 788-8430 EMAIL:AREFT@TRANE.COM	TRADE PAYABLE				\$867,814
11 HARTZ MOUNTAIN INDUSTRIES INC. 500 PLAZA DRIVE, SECAUCUS, NJ 07094	CONSTANTINO T. MILANO (GUS MILANO) PRESIDENT & CHIEF OPERATING OFFICER HARTZ MOUNTAIN INDUSTRIES, INC. 500 PLAZA DRIVE, SECAUCUS NJ. 07094 DIRECT: 201-272-5900 CELL: 201-709-1000 GM@HARTZMOUNTAIN.COM	TRADE PAYABLE				\$858,719
12 SABEY CORPORATION 12201 TUKWILA INT'L BLVD. 4TH FLOOR, SEATTLE, WA 98168	ATTN:GENERAL COUNSEL 12201 TUKWILA INT'L BLVD. FOURTH FLOOR SEATTLE, WA 98168	TRADE PAYABLE				\$762,428
13 SERVER FARM 444 N. NASH STREET, EL SEGUNDO, CA 90245	NORTH AMERICA HEADQUARTER 444 N. NASH STREET, EL SEGUNDO, CA 90245 TEL: 310 563-1700 EMAIL: SALES@SFRDC.COM	TRADE PAYABLE				\$749,156

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
14 MEGAWATT ELECTRICAL 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054	CORPORATE OFFICE 3100 DE LA CRUZ BLVD, SUITE 208, SANTA CLARA, CA 95054 TEL: 408 684-3451 EMAIL:ACCOUNTSRECEIVABLE@DW EBBERCONSULTING.COM;INFO@MW ATTE.COM	TRADE PAYABLE				\$664,013
15 DAIKIN APPLIED AMERICAS INC 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441	NORTH AMERICA CORPORATE OFFICE 13600 INDUSTRIAL PARK BLVD,MINNEAPOLIS, MN 55441 TEL: 763 553-5330 EMAIL:BRANDI.LEHNER@DAIKINAPPLIED.COM	TRADE PAYABLE				\$644,771
16 CLUNE CONSTRUCTION COMPANY, LP 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606	NATIONAL OFFICES 10 SOUTH RIVERSIDE PLAZA, SUITE 2200, CHICAGO, IL 60606 TEL: 312 726-6103 EMAIL:CLUNERECEIVABLES@CLUNE GC.COM	TRADE PAYABLE				\$603,321
17 CBRE INVESTMENTS 3501 JAMBOREE ROAD, SUITE 100, NEWPORT BEACH, CA 92660	BUFFI HENDRIX SENIOR PROPERTY MANAGER | LIC. 01181450 CBRE | PROPERTY MANAGEMENT 3501 JAMBOREE ROAD, SUITE 100 | NEWPORT BEACH, CA 92660 T +1 949 809 3626 | D +1 949 809 3650 | F +1 949 725 8545 BUFFI.HENDRIX@CBRE.COM	TRADE PAYABLE				\$571,496
18 IPI PARTNERS 300 N LASALLE ST, SUITE 1875, CHICAGO, IL 60654	IPI PARTNERS, MATT A'HEARN, 300 N. LASALLE STREET, SUITE 1875, CHICAGO, IL 60654. PHONE: 312-796-2201 EMAIL: MAHEARN@IPIPARTNERS.COM	TRADE PAYABLE				\$568,775
19 LATHAM & WATKINS, LLP 1271 AVE OF THE AMERICAS NEW YORK, NY 10020	TEL +1.212.906.1200	TRADE PAYABLE				\$562,470
20 ACCU-TECH CORP 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009	CORPORATE OFFICE 11350 OLD ROSWELL RD STE 100, ALPHARETTA, GA 30009 TEL:888 222-8832 EMAIL:REMITTANCE@ACCU-TECH.COM	TRADE PAYABLE				\$544,815
21 CYRUSONE INC. 2850 N HARWOOD ST., SUITE 2200 DALLAS, TX 75201	TEL +1 855 584 3198	TRADE PAYABLE				\$492,763

Debtor Cyxtera Technologies Inc., et al
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim ¹
22 HEWLETT PACKARD 200 CONNELL DR. SUITE 5000, BERKELEY HEIGHTS, NJ 07922	CORPORATE HEADQUARTERS 1701 E MOSSY ROAD, SPRING, TX 77389 TEL: 888 342-2156	TRADE PAYABLE				\$475,528
23 S&P GLOBAL MARKET INTELLIGENCE LLC 55 WATER STREET, NEW YORK, NY 10041	TEL: +1 800-786-8980. E.MARKET.INTELLIGENCE@SPGLOB AL.COM	TRADE PAYABLE				\$471,267
24 WINGSPIRE EQUIPMENT FINANCE, LLC 18302 IRVINE BLVD, SUITE 300 TUSTIN, CA, 92780	TEL 844.816.9420 EMAIL HELLO@WINGSPIRECAPITAL.COM	TRADE PAYABLE				\$424,312
25 CHICAGO MERCANTILE EXCHANGE INC PO BOX 73672, CHICAGO, IL 60673	EXECUTIVE OFFICE HEADQUARTERS 20 SOUTH WACKER DRIVE, CHICAGO, IL 60606 TEL: 312 930-1000 EMAIL: GLOBALACCOUNTMANAGEME NT@CMEGROUP.COM	TRADE PAYABLE				\$408,189
26 SULLIVAN & CROMWELL LLP 125 BROAD STREET NEW YORK, NY 10004	TEL +1 212-558-4000	TRADE PAYABLE				\$403,497
27 PIVOT TECHNOLOGY SERVICES CORP 6025 THE CORNERS PKWY., SUITE 100 NORCROSS, CA, 30092	TEL 714-861-2200	TRADE PAYABLE				\$387,288
28 ICM SOLUTIONS 4899 WEST 2100 SOUTH, SALT LAKE CITY, UT 84120	TEL 800-779-4450	TRADE PAYABLE				\$386,593
29 MULTISTACK LLC 1065 MAPLE AVE, SPARTA, WI 54656	CORPORATE OFFICE 1065 MAPLE AVE, SPARTA, WI 54656 TEL: 08 366-2400 FAX: 608 366-2450	TRADE PAYABLE				\$381,581
30 STRUCTURE TONE, LLC 330 WEST 34TH STREET, NEW YORK, NY 10001	TEL 212.481.6100 EMAIL BD@STOBUILDINGGROUP.COM	TRADE PAYABLE				\$360,637

Fill in this information to identify the case and this filing:	
Debtor Name	Cyxtera Canada TRS, ULC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/04/2023
MM/ DD/YYYY

☒ /s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY UNANIMOUS
WRITTEN CONSENT OF THE BOARDS OF DIRECTORS,
THE SOLE MEMBER, THE SOLE MANAGING MEMBER,
THE MANAGERS, THE SOLE DIRECTOR, AND THE SOLE SHAREHOLDER**

Dated as of June 4, 2023

The undersigned, being (i) all of the members of the Boards of Directors, (ii) the sole member, (iii) the sole managing member, (iv) the managers, (v) the sole director, or (vi) in the case of Cyxtera Netherlands B.V. ("Cyxtera Netherlands"), the sole shareholder (constituting the general meeting) (each a "Governing Body"), as applicable, of each of the entities listed on **Schedule I** hereof (each, a "Company" and collectively, the "Companies"), as Governing Body of such Company by unanimous written consent in lieu of a special meeting in accordance with the bylaws, operating agreements, articles of association, or limited liability company agreements of each Company (collectively, the "Governing Documents"), as applicable, and the applicable laws of the jurisdiction in which such Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, each Governing Body has reviewed and considered (i) the filing of voluntary petitions for relief (the "Bankruptcy Petitions") for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed May 4, 2023, the "Restructuring Matters"), (ii) entry into and performance under the DIP Documents (as defined herein), and (iii) the retention of professionals by each Company;

WHEREAS, reference is made to the following documents which collectively constitute the "Receivables Sale Documents" (i) that certain Amended and Restated Receivables Purchase Agreement by and among the Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings") as seller, Cyxtera Communications, LLC ("Cyxtera Communications") as servicer, PNC Bank, National Association (the "Administrative Agent"), PNC Capital Markets LLC (the "Structuring Agent") and the Purchasers from time to time party thereto (the "Receivables Purchase Agreement"); (ii) that certain Amended and Restated Purchase and Sale Agreement by and between the Cyxtera Receivables Holdings as buyer and Cyxtera Communications and Cyxtera Federal Group, Inc. ("Cyxtera Federal") as originators; (iii) that certain Amended and Restated Fee Letter by and between the Cyxtera Receivables Holdings and the Administrative Agent; (iv) that certain Originator Performance Guaranty, dated as of the date hereof, made by Cyxtera Communications and Cyxtera Federal in favor of the Administrative Agent; (v) that certain Amended and Restated Performance Guaranty, dated as of the date hereof, made by Cyxtera Technologies, Inc. in favor of the Administrative Agent; and (vi) any of the other Transaction Documents in connection with the receivables program (the "Receivables Program");

WHEREAS, capitalized terms used but not defined in the forthcoming receivables program transactions resolutions have the meanings given to such terms in the Receivables Purchase Agreement;

WHEREAS, the Governing Bodies of Cyxtera Communications and Cyxtera Federal Group, Inc. (each, a “Receivables Party” and collectively, the “Receivables Parties”) have determined that it is in the best interests of each Receivables Party to amend and/or enter into and consummate, as applicable, the transactions contemplated by the Receivables Sale Documents to which each Receivables Party is a party (the “Receivables Transactions”), including, without limitation, to amend or otherwise enter into the Receivables Sale Documents, as applicable and any document to which each Receivables Party is a party (including any and all agreements, documents, instruments, certificates, acknowledgements, statements, and paper as may be contemplated by the Receivables Sale Documents) (including, without limitation, account control agreements, fee letters, and other customary documents with respect to the Receivables Program) and any amendments to any of the foregoing, on such terms and conditions as any Authorized Person (as defined herein) deems to be in the best interests of the Receivables Parties; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors (collectively, the “Restructuring Advisors”), and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the Governing Documents, as applicable, each Company does hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest, that each Company files or causes to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions; and be it

FURTHER RESOLVED, that any director or other duly appointed officer of each Company (collectively, the “Authorized Persons” and each an “Authorized Person”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or

proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business; and be it

USE OF CASH COLLATERAL, DEBTOR IN POSSESSION FINANCING, AND ADEQUATE PROTECTION

FURTHER RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of: (i) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of Cyxtera DC Holdings, Inc.'s (the "Borrower") prepetition first lien lenders (the "Prepetition First Lien Lenders") under that certain First Lien Credit Agreement by and between the Borrower, the guarantors party thereto, the Prepetition First Lien Lenders, and Citibank, N.A., as administrative agent and collateral agent; (ii) the incurrence of debtor in possession financing obligations (the "DIP Financing") by entering into a superpriority senior secured term loan credit facility (the "DIP Facility") consisting of (a) new money funded to the Company's balance sheet, (b) new money funded to escrow for the future benefit of the Company, (c) a roll-up of principal and accrued interest on outstanding loans funded under that certain new money term loan bridge facility (the "Bridge Facility"), and (d) the transfer of loans for a certain amount of principal of outstanding loans under the Bridge Facility to the DIP Facility with the proceeds of such loans that are presently held in escrow to be released to the Borrower, subject to the terms of that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement governing the DIP Facility (the "DIP Credit Agreement") among the Borrower, the guarantor parties thereto, the lenders from time to time party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as reflected in that certain DIP Facility term sheet (the "DIP Facility Term Sheet"); and be it

FURTHER RESOLVED, that in order to use and obtain the benefits of DIP Financing and Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition First Lien Lenders (the "Adequate Protection Obligations") as documented in proposed interim and final orders (collectively, the "DIP Financing Orders") to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition First Lien Lenders to enter into any of the DIP Documents, such consent has been (or will be) obtained; and be it

FURTHER RESOLVED, that in the business judgment of each Governing Body, the form, terms, and provisions of each of the instruments and documents governing the DIP Facility, including, but not limited to, the documents listed below (collectively, the "DIP Documents"), and each Company's execution, delivery and performance of its obligations under the DIP Documents, including without limitation the grant of security interests under the DIP Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved:

- (a) that certain DIP Commitment Letter;
- (b) that certain Escrow Agreement;
- (c) the DIP Credit Agreement;

- (d) the DIP Facility Term Sheet;
- (e) any fee letters executed in connection with the DIP Facility and the Escrow Agreement;
- (f) any promissory note executed by any Company in connection with the DIP Facility;
- (g) any guarantee executed by any Company in connection with the DIP Facility;
- (h) any security agreement or pledge agreement executed by any Company in connection with the DIP Facility;
- (i) the DIP Financing Orders; and
- (j) all other certificates, instruments and documents executed or delivered to or in favor of any of the commitment parties or agents under the DIP Facility in connection with the loans made and transactions contemplated under the DIP Documents, as the same may be amended, supplemented, or replaced from the time to time; and be it

FURTHER RESOLVED, that to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Documents and incur the obligations thereunder (the “DIP Obligations”), and each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Documents in the name and on behalf of each Company, with such immaterial changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person’s execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take all such further actions, or cause all such further actions to be taken and to execute and deliver all such further agreements, documents, instruments, certificates recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, in the name and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to enter into any guarantees as described or contemplated by the DIP Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Documents and perform its obligations thereunder and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera

Netherlands hereby grants a power of attorney to each Authorized Person, to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Financing Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations to the Prepetition First Lien Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition First Lien Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, directed, and empowered, in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company is or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Documents and the DIP Financing Orders, collectively, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Person executing the same shall approve; and be it

FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed in the name of, and on behalf of, each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof; and be it

RETENTION OF PROFESSIONALS

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney

to each Authorized Person, to employ on behalf of each Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as general bankruptcy counsel; (ii) the law firm of Cole Schotz P.C. as co-bankruptcy counsel; (iii) Guggenheim Securities, LLC as investment banker; (iv) AlixPartners LLP as restructuring advisor; (v) Kurtzman Carson Consultants LLC, as noticing and claims agent; and (vi) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and in connection therewith, each of the Authorized Persons, with the power of delegation, is, and hereby are authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and be it

FURTHER RESOLVED, that each of the Authorized Persons be, and hereby are, authorized, empowered, and directed, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with each Company's chapter 11 cases and in accordance with the foregoing resolutions; and be it

REAFFIRMATION OF OFFICERS

FURTHER RESOLVED, that each Governing Body hereby reaffirms that Eric Koza is the current Chief Restructuring Officer ("CRO") and Raymond Li is the current Deputy Chief Restructuring Officer ("Deputy CRO") of each Company pursuant to that certain engagement letter dated as of May 5, 2023, by and among Cyxtera Technologies, Inc. and AP Services, LLC; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li be, and hereby are, appointed as CRO and Deputy CRO, respectively, for the purpose of performing the duties and responsibilities of a CRO and a Deputy CRO during the chapter 11 case of each Company and such other duties and responsibilities as may be determined by each Governing Body to be reasonably related thereto; and be it

FURTHER RESOLVED, that Eric Koza and Raymond Li shall be authorized from time to time to make decisions with respect to certain aspects of the management and operation of each Company's business as it specifically relates to each Company's restructuring initiatives, subject to the direction of each Governing Body; and be it

RECEIVABLES PROGRAM TRANSACTIONS

FURTHER RESOLVED, that each Governing Body of the Receivables Parties hereby determines that the approval of the Receivables Transactions are in all respects approved, and that any Authorized Person is hereby authorized and directed in the name and on behalf of each

Receivables Party (i) to execute and deliver or cause to be executed and delivered the Receivables Sale Documents, as applicable to which the Company is a party or any other document related to the consummation of the Receivables Transactions, any amendments to any of the foregoing and any and all additional documents and certificates to be executed and delivered in connection with the Transactions, and (ii) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and it is

FURTHER RESOLVED, that any Authorized Person is hereby authorized and directed in the name and on behalf of each Receivables Party to negotiate, execute, and deliver the Receivables Sale Documents to which each Receivables Party is a party, take all actions (including, without limitation, the expenditure of funds) deemed by such Authorized Person to be necessary or appropriate to the performance of each Receivables Party's obligations or the exercise of each Receivables Party's rights pursuant to the Receivables Sale Documents on the terms and conditions with the changes as such Authorized Person may by his or her execution and delivery thereof deem to be in the best interests of each Receivables Party, with such execution and delivery of the relevant Receivables Sale Documents or any other documents to be conclusive evidence that the form, terms, and provisions thereof have been approved by each Receivables Party; and it is

FURTHER RESOLVED, that any and all agreements, instruments, certificates, or documents heretofore executed and acts heretofore done in connection with the Transactions approved by these resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and be it

GENERAL

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each of the Authorized Persons (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the Restructuring Matters; and be it

FURTHER RESOLVED, that each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to take or cause to be taken any all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and be it

FURTHER RESOLVED, that any Authorized Person (and their designees and delegates) be, and each of them hereby is, authorized, and Cyxtera Netherlands hereby grants a power of attorney to each Authorized Person, to do all such other acts, deeds and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which such Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

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* * *

Schedule I

Entity	Jurisdiction of Formation
Cyxtera Canada, LLC	Delaware
Cyxtera Canada TRS, ULC	Canada
Cyxtera Communications, LLC	Missouri
Cyxtera Communications Canada, ULC	Canada
Cyxtera Data Centers, Inc.	Delaware
Cyxtera DC Holdings, Inc.	Delaware
Cyxtera DC Parent Holdings, Inc.	Delaware
Cyxtera Digital Services, LLC	Delaware
Cyxtera Employer Services, LLC	Delaware
Cyxtera Federal Group, Inc.	Delaware
Cyxtera Holdings, LLC	Delaware
Cyxtera Management, Inc.	Delaware
Cyxtera Technologies, LLC	Delaware
Cyxtera Technologies Maryland, Inc.	Maryland
Cyxtera Netherlands B.V.	Netherlands

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Nelson Fonseca

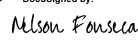
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Employer Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as
sole member of **CYXTERA EMPLOYER
SERVICES, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Holdings, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA TECHNOLOGIES, INC. as sole member of **CYXTERA HOLDINGS, LLC**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Technologies, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA HOLDINGS, LLC as sole member of **CYXTERA TECHNOLOGIES, LLC**

DocuSigned by:

Nelson Fonseca

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Canada, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA CANADA, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole member of **CYXTERA COMMUNICATIONS, LLC**

DocuSigned by:
Nelson Fonseca
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Nelson Fonseca
Its: Authorized Signatory

Carlos Sagasta

Victor Semah

**BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC**

I IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Digital Services, LLC, does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA COMMUNICATIONS, LLC as
sole member of **CYXTERA DIGITAL
SERVICES, LLC**

DocuSigned by:

Nelson Fonseca

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

DocuSigned by:

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Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the sole director of Cyxtera Federal Group, Inc., does hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

NELSON FONSECA, as the sole director of
CYXTERA FEDERAL GROUP, INC.

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Nelson Fonseca

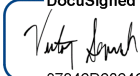
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Nelson Fonseca

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

Carlos Sagasta

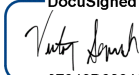
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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

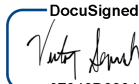
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

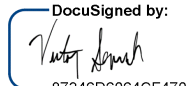
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

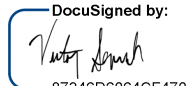
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

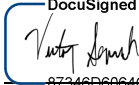
**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

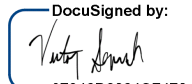
Carlos Sagasta

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Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

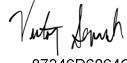
**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca
Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

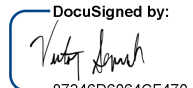
Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Carlos Sagasta

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Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Technologies Maryland, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

Nelson Fonseca

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Carlos Sagasta

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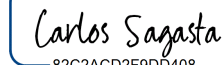
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA TECHNOLOGIES
MARYLAND, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Management, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA MANAGEMENT, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Parent Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

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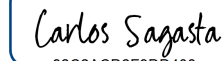
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC PARENT HOLDINGS,
INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera DC Holdings, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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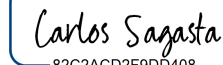
A blue ink signature of Carlos Sagasta, written in a cursive style, enclosed within a blue rectangular border.82C2ACD2F9DD408...
Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DC HOLDINGS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Data Centers, Inc., do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:



Carlos Sagasta

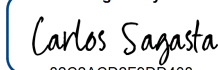
Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA DATA CENTERS, INC.**

IN WITNESS WHEREOF, the undersigned, constituting the sole member of Cyxtera Communications, LLC, and all of its Managers, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

CYXTERA DATA CENTERS, INC. as sole
member of **CYXTERA**
COMMUNICATIONS, LLC

Nelson Fonseca
Its: Authorized Signatory

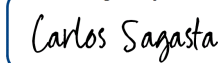
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Carlos Sagasta

Victor Semah

BEING ALL THE MANAGERS OF
CYXTERA COMMUNICATIONS, LLC

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Netherlands B.V. and its sole shareholder, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA NETHERLANDS B.V.**

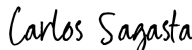
CYXTERA DATA CENTERS, INC. as the
sole shareholder (and thereby constituting the
general meeting) of **CYXTERA
NETHERLANDS B.V.**

Nelson Fonseca

Its: Authorized Signatory

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Communications Canada, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA COMMUNICATIONS
CANADA, ULC**

IN WITNESS WHEREOF, the undersigned, constituting the board of directors of Cyxtera Canada TRS, ULC, do hereby consent to the foregoing actions and resolutions effective as of the date first written above. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This unanimous written consent may be executed by facsimile or email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

DocuSigned by:

Carlos Sagasta

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Carlos Sagasta

Victor Semah

**BEING ALL THE DIRECTORS OF
CYXTERA CANADA TRS, ULC**

This is **Exhibit "G"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

This AMENDMENT NO. 8 (this “**Amendment**”) to the Credit Agreement (as defined below) is entered into as of May 4, 2023, by and among CYXTERA DC HOLDINGS, INC. (f/k/a Colorado Buyer Inc.), a Delaware corporation (“**Borrower**”), CYXTERA DC PARENT HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Loan Parties, the Required Lenders party hereto, and CITIBANK, N.A., as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as collateral agent for the Lenders (in such capacity, the “**Collateral Agent**”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in the Amended Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Borrower, Holdings, the financial institutions from time to time party thereto as Lenders, the Administrative Agent, the Collateral Agent, Citibank, N.A., as Swingline Lender and Citibank, N.A., JPMorgan Chase Bank, N.A., Barclays Bank PLC, Credit Suisse AG, Jefferies Finance LLC, HSBC Bank USA, National Association and Citizens Bank, N.A., as Issuing Banks, are party to that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended by that certain Amendment No. 1, dated as of April 30, 2018, as further amended by that certain Amendment No. 2, dated as of December 21, 2018, as further amended by that certain Amendment No. 3, dated as of May 13, 2019, as further amended by Amendment No. 4, dated as of May 7, 2021, as further amended by Amendment No. 5, dated as of July 6, 2021, as further amended by Amendment No. 6, dated as of March 14, 2023, as further amended by Amendment No. 7, dated as of May 2, 2023 and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”; the Credit Agreement as modified by this Amendment is referred to herein as the “**Amended Credit Agreement**”);

WHEREAS, the Loan Parties and the Administrative Agent are party to that certain First Lien Guarantee Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Guarantee Agreement**”);

WHEREAS, the Loan Parties and the Collateral Agent are party to that certain First Lien Collateral Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Collateral Agreement**”);

WHEREAS, the Borrower has requested that certain Lenders enter into that First Lien Priority Credit Agreement, dated as of May 4, 2023, by and among, *inter alia*, the Borrower, Holdings and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, and the lenders party thereto from time to time as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**First Lien Priority Credit Agreement**”), and, in connection therewith, the Borrower has further requested that the Required Lenders enter in this Amendment;

WHEREAS, pursuant to Section 9.02(b) of the Credit Agreement, the consent of the Required Lenders is required with respect to certain amendments to the Credit Agreement;

WHEREAS, immediately following the effectiveness of this Amendment, pursuant to Section 9.02(b) of the Credit Agreement, the Credit Agreement will be amended with the consent of the Required Lenders;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows:

SECTION 1. **[RESERVED]**.

SECTION 2. **AMENDMENTS TO CREDIT AGREEMENT. EFFECTIVE AS OF THE AMENDMENT NO. 8 EFFECTIVE DATE (AS DEFINED BELOW), THE CREDIT AGREEMENT IS HEREBY AMENDED BY INSERTING THE LANGUAGE INDICATED IN SINGLE UNDERLINED TEXT (INDICATED TEXTUALLY IN THE SAME MANNER AS THE FOLLOWING EXAMPLE: SINGLE-UNDERLINED TEXT) IN ANNEX A HERETO AND BY DELETING THE LANGUAGE INDICATED BY STRIKETHROUGH TEXT (INDICATED TEXTUALLY IN THE SAME MANNER AS THE FOLLOWING EXAMPLE: ~~STRICKEN TEXT~~) IN ANNEX A HERETO.**

(a) Annex II (*Milestones*), as set forth in Annex II hereto, is hereby added to the Credit Agreement as Annex II thereto.

(b) Exhibit A-2 (*Form of Affiliated Lender Assignment and Assumption*), Exhibit I (*Form of Specified Discount Prepayment Notice*), Exhibit J (*Form of Specified Discount Prepayment Response*), Exhibit K (*Form of Discount Range Prepayment Notice*), Exhibit L (*Form of Discount Range Prepayment Offer*), Exhibit M (*Form of Solicited Discounted Prepayment Notice*), Exhibit N (*Form of Solicited Discounted Prepayment Offer*), and Exhibit O (*Form of Acceptance and Prepayment Notice*) are each removed in their entirety and marked as “[Reserved]”;

(c) Exhibit E (*Form of Closing Date Intercreditor Agreement*) is hereby removed in its entirety and replaced with Exhibit E (*First Lien Priority Intercreditor Agreement*), as set forth in Annex I hereto; and

(d) Exhibit R (*Initial approved budget*), as set forth in Annex III hereto, is hereby added to the Credit Agreement after Exhibit Q thereto.

SECTION 3. **REPRESENTATIONS AND WARRANTIES. THE BORROWER REPRESENTS AND WARRANTS AS OF THE AMENDMENT NO. 8 EFFECTIVE DATE TO THE ADMINISTRATIVE AGENT, AND TO EACH OF THE LENDERS PARTY HERETO THAT:**

(a) This Amendment has been duly authorized, executed and delivered by each Loan Party hereto and constitutes a legal, valid and binding obligation of each Loan Party hereto, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and

subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties of each Loan Party hereto set forth in the Loan Documents are true and correct in all material respects (or in all respects if the applicable representation and warranty is qualified by materiality or Material Adverse Effect) on and as of the Amendment No. 8 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties are true and correct in all material respects (or in all respects if the applicable representation and warranty is qualified by materiality or Material Adverse Effect) as of such earlier date.

(c) At the time of and immediately after giving effect to this Amendment on the Amendment No. 8 Effective Date, no Event of Default shall have occurred and be continuing.

SECTION 4. CONDITIONS TO EFFECTIVENESS. THIS AMENDMENT SHALL BECOME EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN (THE “AMENDMENT NO. 8 EFFECTIVE DATE”) WHEN:

(a) the Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Borrower, Holdings, the Subsidiary Guarantors and the Required Lenders;

(b) the Administrative Agent shall have received a copy of (other than in respect of any UK Subsidiary that is a Loan Party):

(i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority (or confirmation that any such Organization Document of such Loan Party delivered on the Effective Date (or on the effective date of any amendment to the Credit Agreement executed prior to the Amendment No. 8 Effective Date) has not been modified and is still in effect),

(ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Amendment,

(iii) resolutions of the Board of Directors of each Loan Party approving and authorizing the execution, delivery and performance of Amendment No. 8, certified as of the Amendment No. 8 Effective Date by each Loan Party’s secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment,

(iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each Loan Party’s jurisdiction of incorporation, organization or formation, and

(v) a certificate by a Responsible Officer of the Borrower (A) certifying that the representations and warranties set forth in Section 3 of this Amendment are true and

correct in all material respects as of the Amendment No. 8 Effective Date and (B) certifying that at the time of and immediately after giving effect to this Amendment on the Amendment No. 8 Effective Date, no Event of Default shall have occurred and be continuing.

(c) the Administrative Agent shall have received a written opinion of (i) Kirkland & Ellis LLP, special counsel to the Loan Parties, pertaining to matters of federal law, New York law and, with respect to the Loan Parties that are organized in Delaware, certain provisions of Delaware law and (ii) Polsinelli PC, Missouri counsel to the Loan Parties;

(d) the Administrative Agent shall have received payment of all fees and expenses required to be paid or reimbursed by Borrower in connection with this Amendment pursuant to Section 9.03 of the Credit Agreement, including with respect to Gibson, Dunn & Crutcher LLP, ArentFox Schiff LLP, Bryan Cave Leighton Paisner LLP, Gowling WLG International Limited and Nassiry Law;

(e) to the extent the Borrower qualifies as a “legal entity customer” under 31 C.F.R. § 1010.230 (the “**Beneficial Ownership Regulation**”), at least two Business Days prior to the Amendment No. 8 Effective Date, the Administrative Agent shall have received a beneficial ownership certification as required by the Beneficial Ownership Regulation (the “**Beneficial Ownership Certificate**”) in relation to the Borrower;

(f) [reserved];

(g) [reserved];

(h) the Administrative Agent shall have received an updated Perfection Certificate (as defined in the Collateral Agreement) (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received by the Administrative Agent; and

(i) the Administrative Agent and Lenders shall have received the following documents in form and substance satisfactory to the Required Lenders, duly executed and dated the Effective Date:

(i) the First Lien Priority Credit Agreement;

(ii) the RSA;

(iii) the First Lien Priority Intercreditor Agreement.

(iv) evidence of the completed transfer of the real property located at 22995 Wilder Ct., Sterling, VA 20166, 9180 Commerce Center Circle, Highlands Ranch, CO 80129 and 9110 Commerce Center Circle, Highlands Ranch, CO 80129 (“**Specified Real Estate Assets**”) back to Cyxtera Communications, LLC, a Missouri limited liability company; and

(v) mortgage in form and substance satisfactory to the Required Lenders with respect to the Specified Real Estate Assets.

The Administrative Agent shall notify each Lender of the effectiveness of this Amendment on the Amendment No. 8 Effective Date.

SECTION 5. CONDITIONS SUBSEQUENT. THE FAILURE TO SATISFY ANY OF THE BELOW CONDITIONS SUBSEQUENT IN THE TIME SET FORTH BELOW SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THE CREDIT AGREEMENT:

(a) Each of Holdings, the Borrower and each other Loan Party agrees that it will deliver, or will cause to be delivered, to the Administrative Agent the items described on Schedule I attached hereto and complete, or caused to be completed, the actions described on Schedule I, in each case, by the times specified on such Schedule I with respect thereto, or such later time as the Administrative Agent may agree (acting at the Direction of the Required Lenders).

SECTION 6. CREDIT AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS AMENDMENT (A) SHALL NOT BY IMPLICATION OR OTHERWISE LIMIT, IMPAIR, CONSTITUTE A WAIVER OF OR OTHERWISE AFFECT THE RIGHTS AND REMEDIES OF THE LENDERS, THE ADMINISTRATIVE AGENT, THE BORROWER OR ANY OTHER LOAN PARTY UNDER THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT AND (B) SHALL NOT ALTER, MODIFY, AMEND OR IN ANY WAY AFFECT ANY OF THE TERMS, CONDITIONS, OBLIGATIONS, COVENANTS OR AGREEMENTS CONTAINED IN THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT, ALL OF WHICH ARE RATIFIED AND AFFIRMED IN ALL RESPECTS AND SHALL CONTINUE IN FULL FORCE AND EFFECT. NOTHING HEREIN SHALL BE DEEMED TO ENTITLE THE BORROWER OR ANY OTHER LOAN PARTY TO ANY FUTURE CONSENT TO, OR WAIVER, AMENDMENT, MODIFICATION OR OTHER CHANGE OF, ANY OF THE TERMS, CONDITIONS, OBLIGATIONS, COVENANTS OR AGREEMENTS CONTAINED IN THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT IN SIMILAR OR DIFFERENT CIRCUMSTANCES. AFTER THE DATE HEREOF, ANY REFERENCE IN THE LOAN DOCUMENTS TO THE CREDIT AGREEMENT SHALL MEAN THE CREDIT AGREEMENT AS MODIFIED HEREBY.

SECTION 7. RATIFICATION OF GUARANTEE AND SECURITY.

(a) Each Guarantor reaffirms its Guarantee of the Guaranteed Obligations (as defined in the Guarantee Agreement) under the terms and conditions of the Guarantee Agreement and agrees that such Guarantee remains in full force and effect and is hereby ratified, reaffirmed and confirmed. Each Guarantor hereby confirms that it consents to the terms of this Amendment. Each Guarantor hereby (i) confirms that its Guarantee pursuant to each Loan Document to which it is a party or is otherwise bound will continue to Guarantee to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Guaranteed Obligations (as defined

in the Guarantee Agreement), including without limitation the payment and performance of all such Guaranteed Obligations that are joint and several obligations of each Guarantor now or hereafter existing; and (ii) acknowledges, agrees and warrants for the benefit of the Administrative Agent and each Secured Party that there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, that would enable such Guarantor to avoid or delay timely performance of its obligations under the Loan Documents (except to the extent such obligations constitute Excluded Swap Obligations with respect to such Guarantor).

(b) Each Loan Party in its capacity as a grantor under the Collateral Agreement (each, a “**Grantor**”) hereby acknowledges that it has reviewed and consents to the terms and conditions of this Amendment and the transactions contemplated hereby and by the Amended Credit Agreement. In addition, each Grantor reaffirms the security interests previously granted by such Loan Party under the terms and conditions of the Collateral Agreement to secure the Obligations and agrees that such security interests remain in full force and effect and are hereby ratified, reaffirmed and confirmed. Each Loan Party hereby (i) confirms that all Collateral encumbered by each Loan Document to which it is a party or is otherwise bound will continue to secure, to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Secured Obligations, including without limitation the payment and performance of all such Secured Obligations that are joint and several obligations of each Loan Party now or hereafter existing, (ii) confirms its respective prior grant to the Collateral Agent for the benefit of the Secured Parties of the security interest in and continuing Lien on all of such Loan Party’s right, title and interest in, to and under all Collateral, whether now owned or existing or hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all applicable Secured Obligations (including all such Secured Obligations as amended or reaffirmed pursuant to this Amendment), subject to the terms contained in the applicable Loan Documents, (iii) confirms its respective prior pledge, prior grant of security interest and other obligations, as applicable, under and subject to the terms of each of the Loan Documents to which it is a party and (iv) in each case, on and after the Amendment No. 8 Effective Date, acknowledges and affirms that the Revolving Loans and Revolving Commitments under the Extended Revolving Facility made pursuant to this Amendment on the Amendment No. 8 Effective Date constitute “Secured Obligations” as defined in the Collateral Agreement.

(c) Each Guarantor and Grantor acknowledges and agrees that each of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect, as modified hereby, and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment, except as expressly contemplated hereby.

SECTION 8. REFERENCE TO AND EFFECT ON THE CREDIT AGREEMENT AND THE LOAN DOCUMENTS.

(a) This Amendment shall constitute both an Refinancing Amendment and a Loan Document under the Amended Credit Agreement.

(b) On and after the Amendment No. 8 Effective Date, each reference in the Amended Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Amended Credit Agreement, in each case, for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 9. MISCELLANEOUS.

(a) Waivers and Amendments. Notwithstanding anything to the contrary in the Amended Credit Agreement, this Amendment may not be amended nor may any provision hereof be waived except pursuant to, and may be waived pursuant to, a writing signed only by Borrower, the Administrative Agent and Required Lenders.

(b) Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by the Loan Documents. Nothing in this Amendment, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and as otherwise set forth in Section 9.04(a) of the Credit agreement) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(c) Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

(d) Integration. This Amendment and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(e) Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(f) Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(g) Jurisdiction; Venue; Consent to Service of Process. Each party hereto hereby agrees as set forth in clauses (b), (c) and (d) of Section 9.09 of the Credit Agreement as if such clauses were set forth in full herein, *mutatis mutandis*.

(h) Waiver of Jury Trial. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 9.10 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN, *MUTATIS MUTANDIS*.

(i) Headings. The Section headings and subheadings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

(j) Release. In consideration of the Administrative Agent's and the Lenders' willingness to enter into this Amendment, each of the Borrower and the other Loan Parties hereby releases and forever discharges the Administrative Agent, the Lenders and each of the Administrative Agent's and the Lenders' successors, assign, officers, managers, directors, employees, agents, attorneys, representatives, and Affiliates (hereinafter all of the above collectively referred to as the "**Releasees**"), from any and all claims, counterclaims, damages, suits, liabilities, actions and causes of action of any nature whatsoever, in each case solely to the extent based in whole or in part on facts whether or not now known, existing on or before the execution hereof, in each case of the foregoing, to the extent that they relate to, arise out of or otherwise are in connection with the Loan Documents or any of the negotiations, events or circumstances arising out of or related to the Loan Documents, through the execution hereof, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which each of the Loan Parties may have or claim to have against any of the Releasees. Execution of this Amendment by the Lenders party hereto constitutes a direction by the Lenders party hereto constituting the Required Lenders that the Administrative Agent execute this Amendment and act in accordance with the terms of this Amendment and the Credit Agreement. Execution of this Amendment by the Lenders party hereto constitutes a direction by the Borrower and the Lenders party hereto constituting the Required Lenders that the Administrative Agent execute the First Lien Priority Intercreditor Agreement and act in accordance with the terms of the First Lien Priority Intercreditor Agreement. Execution of this Amendment by the Lenders party hereto constitutes a direction by the Lenders party hereto constituting the Required Lenders that the Administrative Agent execute this Amendment and act in accordance with the terms of this Amendment and the Credit Agreement.

(k) Term Lender Release. In consideration of the Administrative Agent's willingness to enter into this Amendment, each of the Lenders party hereto hereby release and forever discharge the Administrative Agent and its successors, assign, officers, managers, directors, employees, agents, attorneys, representatives, and Affiliates (hereinafter all of the above collectively referred to as the "***Agent Releasees***"), from any and all claims, counterclaims, damages, suits, liabilities, actions and causes of action of any nature whatsoever, in each case solely to the extent based in whole or in part on facts whether or not now known, existing on or before the execution hereof, in each case of the foregoing, to the extent that they relate to, arise out of or otherwise are in connection with the Loan Documents or any of the negotiations, events or circumstances arising out of or related to the Loan Documents, through the execution hereof, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which each of the Lenders party hereto may have or claim to have against any of the Agent Releasees.

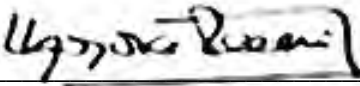
(l) Direction to Agent. Execution of this Amendment by the Lenders party hereto constitutes a direction by the Lenders party hereto constituting the Required Lenders that the Administrative Agent execute this Amendment and act in accordance with the terms of this Amendment and the Credit Agreement. Execution of this Amendment by the Lenders party hereto constitutes a direction by the Borrower and the Lenders party hereto constituting the Required Lenders that the Administrative Agent execute the First Lien Priority Intercreditor Agreement and act in accordance with the terms of the First Lien Priority Intercreditor Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

Borrower:

CYXTERA DC HOLDINGS, INC.,

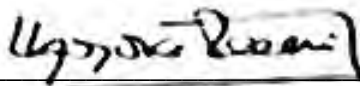
By: 

Name: Carlos I. Sagasta

Title: Executive Vice President and
Chief Financial Officer

Holdings:

**CYXTERA DC PARENT HOLDINGS,
INC.,**

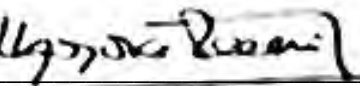
By: 

Name: Carlos I. Sagasta

Title: Executive Vice President and
Chief Financial Officer

Subsidiary Loan Parties:

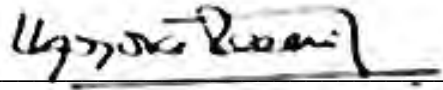
CYXTERA DATA CENTERS, INC.
(f/k/a Savvis, Inc.),

By: 

Name: Carlos I. Sagasta

Title: Executive Vice President and
Chief Financial Officer

CYXTERA COMMUNICATIONS, LLC
(f/k/a Savvis Communications, LLC),

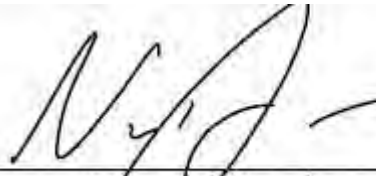
By: 

Name: Carlos I. Sagasta

Title: Executive Vice President and
Chief Financial Officer

Agent:

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent



Name: Nathaniel Donohue
Title: Vice President and Director

522 Funding CLO 2017-1(A), Ltd.
By: Morgan Stanley Eaton Vance CLO CM LLC
as its Collateral Manager

522 Funding CLO 2018-2(A), Ltd.
By: Morgan Stanley Eaton Vance CLO CM LLC
as its Collateral Manager

522 Funding CLO 2018-3(A), Ltd.
By: Morgan Stanley Eaton Vance CLO CM LLC
as its Collateral Manager

522 Funding CLO 2019-4(A), Ltd.
By: Morgan Stanley Eaton Vance CLO CM LLC
as its Collateral Manager

Brighthouse Funds Trust I - Brighthouse/Eaton Vance Floating Rate Portfolio
By: Eaton Vance Management
as Investment Sub-Advisor

Calvert Management Series - Calvert Floating-Rate Advantage Fund
By: Calvert Research and Management

Eaton Vance CLO 2013-1 LTD.
By: Eaton Vance Management
Portfolio Manager

Eaton Vance CLO 2014-1R, Ltd.
By: Eaton Vance Management
As Investment Advisor

Eaton Vance CLO 2015-1 Ltd.
By: Eaton Vance Management
Portfolio Manager

Eaton Vance CLO 2018-1, Ltd.
By: Eaton Vance Management
Portfolio Manager

Eaton Vance CLO 2019-1, Ltd.
By: Eaton Vance Management
As Investment Advisor

Eaton Vance CLO 2020-1, Ltd.
By: Eaton Vance Management
As Investment Advisor

Eaton Vance CLO 2020-2, Ltd.
By: Eaton Vance Management
Portfolio Manager

Morgan Stanley Eaton Vance CLO 2021-1, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC

Morgan Stanley Eaton Vance CLO 2022-16, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC as its Collateral Manager

Morgan Stanley Eaton Vance CLO 2022-17A, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC

Morgan Stanley Eaton Vance CLO 2022-18, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC

Morgan Stanley Eaton Vance CLO 2023-19, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC

522 Funding CLO 2019-5, Ltd.
By: Morgan Stanley Investment Management Inc. as its Collateral Manager

522 Funding CLO 2020-6 Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC

522 Funding CLO 2021-7, Ltd.
By: Morgan Stanley Eaton Vance CLO Manager LLC Collateral Manager

Eaton Vance Loan Holding Limited
By: Eaton Vance Management
as Investment Manager

Eaton Vance International (Cayman Islands) Floating-Rate Income Portfolio
By: Eaton Vance Management as Investment Advisor

Eaton Vance Institutional Senior Loan Fund
By: Eaton Vance Management as Investment Advisor

Eaton Vance Institutional Senior Loan Plus Fund
By: Eaton Vance Management as Investment Advisor

Eaton Vance Limited Duration Income Fund

By: Eaton Vance Management
as Investment Advisor

Eaton Vance Floating Rate Portfolio

By: Boston Management and Research
as Investment Advisor

Eaton Vance Multi-Asset Credit Fund

By: Eaton Vance Management
as Investment Advisor

Eaton Vance Trust Company Multi-Asset Credit Fund II

By: Eaton Vance Trust Company
Portfolio Manager

General Organization for Social Insurance

By: Morgan Stanley Investment Management Inc. as its Investment Advisor

Eaton Vance Multi-Asset Credit Fund II LLC

By: Eaton Vance Management
Portfolio Manager

EATON VANCE US SENIOR BL FUND 2018

By: Eaton Vance Management as Investment Advisor

Senior Debt Portfolio

By: Boston Management and Research
as Investment Advisor

University of Miami

By: Morgan Stanley Investment Management Inc. as its Investment Advisor

Eaton Vance VT

Floating-Rate Income Fund

By: Eaton Vance Management
as Investment Advisor

as a Lender



By:

Name:

Michael B. Botthof

Title: Managing

Director

**NEUBERGER BERMAN INVESTMENT
ADVISERS LLC, AS INVESTMENT
MANAGER OR COLLATERAL
MANAGER FOR THE LISTED
ACCOUNTS**
as Lender

By: 

Name: Steve Casey

Title: Managing Director

Auto Club Insurance Association
Neuberger Berman Brunel Multi Asset Credit Fund
Neuberger Berman CLO XIV, LTD
Neuberger Berman CLO XV, Ltd.
Neuberger Berman CLO XVI-S, Ltd.
Neuberger Berman CLO XVII, LTD
Neuberger Berman CLO XVIII, Ltd.
Neuberger Berman CLO XX, Ltd.
Neuberger Berman CLO XXI, Ltd.
Neuberger Berman CLO XXII, Ltd.
Neuberger Berman High Yield Bond Fund
Neuberger Berman High Income Fund LLC
Montana Board of Investments
Montana Board of Investments
Montana Board of Investments
Navy Pier Non IG Credit Fund A Series Trust of Income Investment Trust
Neuberger Berman- High Income Bond Fund
Neuberger Berman High Income Trust
Neuberger Berman Floating Rate Income Fund
Neuberger Berman Global Senior Floating Rate Income Fund
Orizaba, LP
Ohio Public Employees Retirement System
Ohio Police & Fire Pension Fund

United Association National Pension Fund
Schlumberger Group Trust - High Yield II
New York City Employees' Retirement System
New York City Police Pension Fund
Teachers' Retirement System of the City of New York

**NEUBERGER BERMAN LOAN
ADVISERS II LLC, AS COLLATERAL
MANAGER FOR THE LISTED
ACCOUNTS**
as Lender

By: 

Name: Steve Casey

Title: Managing Director

Neuberger Berman Loan Advisers CLO 37, Ltd.
Neuberger Berman Loan Advisers CLO 38, Ltd.
Neuberger Berman Loan Advisers CLO 39, Ltd.
Neuberger Berman Loan Advisers CLO 40, Ltd.
Neuberger Berman Loan Advisers CLO 41, Ltd.
Neuberger Berman Loan Advisers CLO 42, Ltd.
Neuberger Berman Loan Advisers CLO 43, Ltd.
Neuberger Berman Loan Advisers CLO 44, Ltd.
Neuberger Berman Loan Advisers CLO 45, Ltd.
Neuberger Berman Loan Advisers CLO 46, Ltd.
Neuberger Berman Loan Advisers CLO 47, Ltd
Neuberger Berman Loan Advisers CLO 48, Ltd
Neuberger Berman Loan Advisers CLO 49, Ltd
Neuberger Berman Loan Advisers NBLA CLO 50, Ltd
Neuberger Berman Loan Advisers CLO 51 Ltd.
Neuberger Berman Loan Advisers NBLA CLO 52, Ltd.

**NEUBERGER BERMAN LOAN
ADVISERS LLC, AS COLLATERAL
MANAGER FOR THE LISTED
ACCOUNTS**
as Lender

By: 

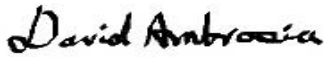
Name: Steve Casey

Title: Managing Director

Neuberger Berman Loan Advisers CLO 24, Ltd.
Neuberger Berman Loan Advisers CLO 25, Ltd.
Neuberger Berman Loan Advisers CLO 26, Ltd.
Neuberger Berman Loan Advisers CLO 27, Ltd.
Neuberger Berman Loan Advisers CLO 28, Ltd.
Neuberger Berman Loan Advisers CLO 29, Ltd.
Neuberger Berman Loan Advisers CLO 30, Ltd.
Neuberger Berman Loan Advisers CLO 31, Ltd.
Neuberger Berman Loan Advisers CLO 32, Ltd.
Neuberger Berman Loan Advisers CLO 33, Ltd.
Neuberger Berman Loan Advisers CLO 34, Ltd.
Neuberger Berman Loan Advisers CLO 35, Ltd.
Neuberger Berman Loan Advisers CLO 36, Ltd.


**COLUMBUS HILL OVERSEAS MASTER FUND, LTD.,
as Lender**

By Columbus Hill Capital Management, L.P., its
Investment Manager

By 

Name: David Ambrosia

Title: Managing Director and General Counsel

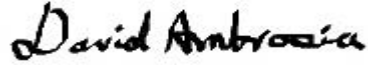
By 

Name: David Ambrosia

Title: Managing Director and General Counsel

**COLUMBUS HILL PARTNERS, L.P.,
as Lender**

By Columbus Hill Capital Partners, L.L.C., its general
partner



By _____

Name: David Ambrosia

Title: Managing Director and General Counsel



By _____

Name: David Ambrosia

Title: Managing Director and General Counsel

HPS LOAN MANAGEMENT 10-2016, LTD
HPS LOAN MANAGEMENT 11-2017, LTD
HPS LOAN MANAGEMENT 12-2018, LTD
HPS LOAN MANAGEMENT 13-2018, LTD
HPS LOAN MANAGEMENT 14-2019, LTD
HPS LOAN MANAGEMENT 15-2019, LTD
HPS LOAN MANAGEMENT 2021-16, LTD
HPS LOAN MANAGEMENT 2013-2, LTD
HPS LOAN MANAGEMENT 3-2014, LTD
HPS LOAN MANAGEMENT 4-2014, LTD
HPS LOAN MANAGEMENT 5-2015, LTD
HPS LOAN MANAGEMENT 6-2015, LTD
HPS LOAN MANAGEMENT 7-2015, LTD
HPS LOAN MANAGEMENT 8-2016, LTD
HPS LOAN MANAGEMENT 9-2016, LTD
LIQUID LOAN OPPORTUNITIES MASTER FUND,
L.P.,
PARTNER REINSURANCE COMPANY LTD.
PARTNER REINSURANCE COMPANY OF THE U.S.
CARDINAL FUND, L.P.
CREDIT VALUE MASTER FUND VII, L.P.
CREDIT VALUE ONTARIO FUND V SUBSIDIARY,
L.P.,
FRESNO COUNTY EMPLOYEES RETIREMENT
ASSOCIATION
INSTITUTIONAL CREDIT FUND SUBSIDIARY, L.P.
HPS MAUNA KEA FUND, L.P
FLORIDA POWER & LIGHT COMPANY
QUALIFIED DECOMMISSIONING TRUST
STRATA CLO I, LTD.
ZALICO VL SERIES ACCOUNT – 2,
BY: HPS INVESTMENT PARTNERS, LLC, AS
INVESTMENT MANAGER,
as Lender,

By:

Name:

Title:

Serge Adam

Managing Director

NUVEEN ASSET MANAGEMENT, LLC, SYMPHONY ALTERNATIVE ASSET MANAGEMENT LLC, AND TEACHERS ADVISORS, LLC, each as investment advisor on behalf of or sub-advisor to certain of the below listed funds and accounts, each as a Lender

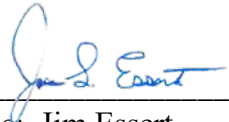
By: *Jennifer Johnson*
Name: Jennifer Johnson
Title: VP, Associate General Counsel

List of Funds and Accounts

California Street CLO IX Limited Partnership	Symphony CLO XVI, Ltd
Goldman Sachs Trust II - Goldman Sachs Multi-Manager Non-Core Fixed Income Fund	Symphony CLO XVIII, Ltd.
Menard, Inc.	Symphony CLO XIX, Ltd.
Nuveen Alternative Investment Funds SICAV-SIF	Symphony CLO XX, Ltd.
Nuveen Corporate Arbitrage and Relative Value Fund, L.P.	Symphony CLO XXI, Ltd.
Nuveen Credit Strategies Income Fund	Symphony CLO XXII, Ltd.
Nuveen Floating Rate Income Fund	Symphony CLO XXIII, Ltd.
Nuveen Floating Rate Income Fund, a Series of Nuveen Investment Trust III	Symphony CLO XXIV, Ltd.
Nuveen Floating Rate Income Opportunity Fund	Symphony CLO XXV, Ltd.
Nuveen Long-Short Credit Fund, LP	Symphony CLO XXVI, Ltd.
Nuveen Multi-Asset Credit Fund L.P.	Symphony CLO XXVIII, Ltd.
Nuveen Multi-Asset Income Fund	Symphony CLO XXIX, Ltd.
Nuveen Senior Income Fund	Symphony CLO XXXI, Ltd.
Nuveen Senior Loan Fund, L.P	Symphony CLO XXXIII, Ltd.
Nuveen Short Duration Credit Opportunities Fund	Symphony Floating Rate Senior Loan Fund
Pensiondanmark Pensionsforsikringsaktieselskab	TCI-Symphony CLO 2016-1 Ltd.
Principal Diversified Real Asset CIT	The Hans Foundation (as successor in interest to Rural India Supporting Trust)
Principal Funds Inc. - Diversified Real Asset Fund	TIAA CLO I Ltd.
Principal Funds, Inc. - Diversified Income Fund (f/k/a Global Diversified Income Fund)	TIAA CLO III Ltd.
Symphony CLO 34-PS, Ltd.	TIAA CLO IV Ltd.
Symphony CLO 36, Ltd.	TIAA Global Public Investments, LLC - Series Loan ESG
Symphony CLO XV, Ltd.	

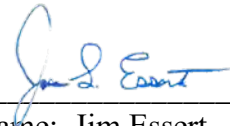
**VOYA CLO 2012-4, LTD.
VOYA CLO 2013-1, LTD.
VOYA CLO 2013-3, LTD.
VOYA CLO 2014-1, LTD.
VOYA CLO 2014-2, LTD.
VOYA CLO 2014-4, LTD.
VOYA CLO 2015-1, LTD.
VOYA CLO 2015-3, LTD.
VOYA CLO 2016-1, LTD.
VOYA CLO 2016-2, LTD.
VOYA CLO 2016-3, LTD.
VOYA CLO 2017-2, LTD.
VOYA CLO 2017-3, LTD.
VOYA CLO 2018-1, LTD.
VOYA CLO 2018-2, LTD.
VOYA CLO 2018-3, LTD.,
each, as Lender**

By: Voya Alternative Asset Management LLC,
as Investment Manager

By: 
Name: Jim Essert,
Title: Senior Vice President, Special Situations

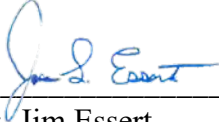
**GLOBAL SENIOR LOANS SELECT (LUX)
MEDTRONIC HOLDING SWITZERLAND GMBH
VOYA FLOATING RATE FUND
VOYA STRATEGIC INCOME OPPORTUNITIES FUND,
each, as Lender**

By: Voya Investment Management Co. LLC,
as Investment Manager

By: 
Name: Jim Essert,
Title: Senior Vice President, Special Situations

**VOYA INVESTMENT TRUST CO. PLAN FOR
EMPLOYEE BENEFIT INVESTMENT FUNDS –
VOYA SENIOR LOAN TRUST FUND,
as Lender**

By: Voya Investment Trust Co.,
as Trustee

By: 
Name: Jim Essert,
Title: Senior Vice President, Special Situations

Elmwood CLO I Ltd.
Elmwood CLO II Ltd.
Elmwood CLO III Ltd.
Elmwood CLO IV Ltd.
Elmwood CLO V Ltd.
Elmwood CLO VI Ltd.
Elmwood CLO VII Ltd.
Elmwood CLO VIII Ltd.
Elmwood CLO IX Ltd.
Elmwood CLO X Ltd.
Elmwood CLO XI Ltd.
Elmwood CLO XII Ltd.
Elmwood CLO XIII Ltd.
Elmwood CLO 14 Ltd.
Elmwood CLO 16 Ltd.
Elmwood CLO 17 Ltd.
Elmwood CLO 18 Ltd.
Elmwood CLO 19 Ltd.
Elmwood CLO 20 Ltd.
Elmwood CLO 21 Ltd.
Elmwood CLO 22 Ltd.
Logan CLO I, Ltd.
Logan CLO II, Ltd.
Logan CLO III, Ltd.
Elmwood Master SPV Ltd.

as Lenders

By: Elmwood Asset Management LLC, their
investment manager

By: 

Name: Michael P. Holland

Title: Authorized Signatory

Elmwood CLO 15 Ltd.

as Lender

By: Elmwood RR CLO LLC, its investment
manager

By: 

Name: Michael P. Holland

Title: Authorized Signatory

Aon Collective Investment Trust - Multi-Asset Credit Fund, as a Lender

By: Bain Capital Credit, LP, as Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

AVAW Loans Sankaty z.H. Internationale Kapitalanlagegesellschaft mbH, as a Lender

By: Bain Capital Credit, LP, as Fund Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Avery Point IV CLO, Limited, as a Lender

By: Bain Capital Credit, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Australia Retirement Trust, as a Lender

By: Bain Capital Credit, LP, as Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Baloise Senior Secured Loan Fund II, as a Lender

By: Bain Capital Credit, LP, as Sub Investment Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2017-1, Limited, as a Lender

By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2017-2, Limited, as a Lender

By: Bain Capital Credit, LP, as Collateral Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2018-1, Limited, as a Lender

By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

DocuSigned by:



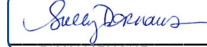
Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2018-2, Limited, as a Lender

By: Bain Capital Credit CLO Advisors, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2019-1, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



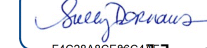
Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2019-2, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2019-3, Limited, as a Lender

By: Bain Capital Credit CLO Advisors, LP, as Collateral Manager

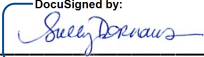
DocuSigned by:




Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP


Bain Capital Credit CLO 2019-4, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP


Bain Capital Credit CLO 2020-1, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP


Bain Capital Credit CLO 2020-2, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP


Bain Capital Credit CLO 2020-3, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2020-4, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2020-5, Limited, as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:

F4C28A8CE98C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-1, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-2, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-3, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-4, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-5, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-6, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2021-7, Limited ,as a Lender
By: Bain Capital Credit U.S. CLO Manager, LLC, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-1, Limited as a Lender
By: Bain Capital Credit, LP, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-2, Limited as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-3, Limited as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, its Portfolio Manager

DocuSigned by:

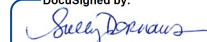


Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-4, Limited as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-5, Limited as a Lender
By: Bain Capital Credit U.S. CLO Manager II, LP, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit CLO 2022-6, Limited, as a Lender

By: Bain Capital Credit U.S. CLO Manager II, LP, its Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

CMAC Fund 1, L.P., as a Lender

By: Bain Capital Credit Managed Account Investors (CMAC Fund 1), LLC, its general partner

By: Bain Capital Credit Member II, Ltd., its manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

CommonSpirit Health Operating Investment Pool, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Future Fund Board of Guardians, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:



Name: Sally Fassler Dornaus

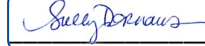
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit Managed Account (FSS), L.P. , as a Lender

By: Bain Capital Credit Managed Account Investors (FSS), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Government Employees Superannuation Board, as a Lender

By: Bain Capital Credit, LP, as Manager

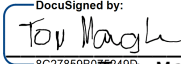
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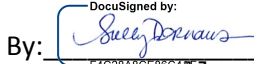
Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

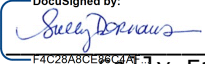
Bain Capital I ICAV acting in respect of and for the account of its sub fund
Global Loan Fund, as a Lender

DocuSigned by:

8C27859B07F249B
Name: Tom Maughan
Title: Director

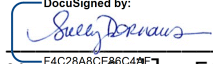
Bain Capital Credit Dislocation Fund (B), L.P. , as a Lender
By: Bain Capital Credit Dislocation Fund General Partner, LLC
Its: general partner
By Bain Capital Credit Member II, Ltd.
its manager

DocuSigned by:

F4C28A8CE88C4AF1
By: Sally Fassler Dornaus
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Floating Rate Income Fund, a series of John Hancock Funds II, as a Lender
By: BCSF Advisors, LP, its Subadviser


DocuSigned by:

F4C28A8CE88C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Los Angeles County Employees Retirement Association, as a Lender
By: Bain Capital Credit, LP, as Manager

DocuSigned by:

F4C28A8CE88C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Future Fund Board of Guardians for and on behalf of Medical Research Future
Fund, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:

F4C28A8CE88C4AF1
Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

NatWest Pension Trustee Limited as trustee of NatWest Group Pension Fund
By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Retail Employees Superannuation Trust, as a Lender

By: Bain Capital Credit, LP, as Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Race Point X CLO, Limited, as a Lender

By: Bain Capital Credit, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Race Point VIII CLO, Limited, as a Lender

By: Bain Capital Credit, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Race Point IX CLO, Limited, as a Lender

By: Bain Capital Credit, LP, as Portfolio Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

San Francisco City and County Employees' Retirement System , as a Lender

By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital High Income Partnership, L.P. , as a Lender

By: Bain Capital High Income Investors, L.P.

By: Bain Capital Credit Member, LLC, its general partner

DocuSigned by:



Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Senior Loan Fund, L.P. , as a Lender
By: Bain Capital Senior Loan Investors, LLC, its general partner
By: Bain Capital Credit Member, LLC, its manager

DocuSigned by:

F4C2B8CE8BCC4AF

Name: Sally Fasser Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Senior Loan Fund (SRI), L.P. , as a Lender
By: Bain Capital Senior Loan Investors (SRI), L.P., its general partner
By: Bain Capital Credit Member, LLC, its general partner

DocuSigned by:

F4C2B8CE8BCC4AF

Name: Sally Fasser Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Bain Capital Credit Managed Account (Blanco), L.P. , as a Lender
By: Bain Capital Credit Managed Account Investors (Blanco), LLC, its general partner
By: Bain Capital Credit Member, LLC, its manager

DocuSigned by:

F4C2B8CE8BCC4AF

Name: Sally Fasser Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

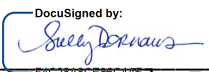
Bain Capital Total Return Credit, L.P. , as a Lender
By: Bain Capital Total Return Credit General Partner, LLC
its general partner
By: Bain Capital Credit Member, LLC
its manager

DocuSigned by:

F4C2B8CE8BCC4AF

By: Sally Fasser Dornaus
Name: Sally Fasser Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Blue Cross of California, as a Lender
By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:

F4C2B8CE8BCC4AF

Name: Sally Fasser Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

Community Insurance Company, as a Lender

By: Bain Capital Credit, LP, as Investment Manager

DocuSigned by:


F4C28A8CE8FC4DE1
Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

Schedule I

Conditions Subsequent

[to be attached]

Schedule I

Conditions Subsequent

On or before May 12, 2023 at 11:59 p.m. New York City (or such longer periods as the Administrative Agent may agree acting at the Direction of the Required Lenders in their sole discretion) (the “Post-Closing Deadline”), the Loan Parties shall deliver to the Administrative Agent each of following documents and complete each of the following actions, in each case, duly executed and completed in form and substance satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders in their sole discretion):

1. With respect to each Subsidiary which is a Loan Party that is incorporated under the laws of England and Wales, including Cyxtera Technology UK Limited and Cyxtera UK TRS Limited (each, a “English Guarantor”, and, collectively, the “English Guarantors”):

(a) fully executed Debenture in a form approved by the Collateral Agent (acting at the Direction of the Required Lenders in their sole discretion) together with all documents to be delivered under the Debenture in accordance with the terms thereof;

(b) legal opinion from Gibson Dunn & Crutcher UK LLP regarding matters of English law;

(c) a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the authorized signatories of each English Guarantor executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors and/or similar governing bodies of each English Guarantor approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Post-Closing Deadline by its authorized signatory as being in full force and effect without modification or amendment, and (iv) either (I) a certificate of an authorized signatory of the relevant English Guarantor of such Charged Company certifying that (A) it has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the U.K. Companies Act 2006 from that Charged Company or (B) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the U.K. Companies Act 2006) has been issued in respect of those shares together with a copy of the “PSC register” (within the meaning of section 790C(10) of the U.K. Companies Act 2006) of that Charged Company, which, in the case of a Charged Company that is a English Guarantor, is certified by an authorized signatory of the English Guarantor to be correct, complete and not amended or superseded as at a date no earlier than the date of this Agreement; or (II) a certificate of an authorized signatory of the relevant English Guarantor certifying that such Charged Company is not required to comply with Part 21A of the U.K. Companies Act 2006.;

(d) duly executed Special Shareholder Resolutions of the sole shareholder of Cyxtera UK TRS Limited to amend that company’s articles of association to disapply: (i) pre-emption rights; and (ii) the directors’ right to refuse to register a transfer of shares where the transfer is in favour of a bank, lender or financial institution;

(e) an Account Control Agreement in respect of any deposit accounts or securities accounts that the Loan Parties maintain in the United Kingdom (other than any Excluded Accounts); and

(f) a perfection certificate or amended perfection certificate with respect to each of the English Guarantors;

2. With respect to each Subsidiary which is a Loan Party that is incorporated under the laws of Canada, including Cyxtera Communications Canada, ULC and Cyxtera Canada TRS, ULC (each, a “Canadian Guarantor”, and, collectively, the “Canadian Guarantors”):

(a) Canadian first lien priority collateral agreement granted by the Canadian Guarantors in favour of the Collateral Agent for benefit of the Secured Parties (the “Canadian Collateral Agreement”);

(b) a deed of hypothec granted by Cyxtera Communications Canada, ULC in favour of the Collateral Agent for benefit of the Secured Parties (the “Hypothec”);

(c) lien filings in respect of the Canadian Collateral Agreement and the Hypothec in each applicable jurisdiction (the “Canadian Lien Filings”);

(d) a legal opinion from Gowling WLG, as Canadian counsel to the Loan Parties, with respect to, *inter alia*, the Canadian Collateral Agreement, the Hypothec and the Canadian Lien Filings, together with supporting officer’s certificates, board resolutions and status certificates for the Canadian Guarantors;

(e) notices of security in intellectual property for filing with the Canadian Intellectual Property Office executed by any Loan Party that holds Canadian intellectual property;

(f) use commercially reasonable efforts to provide an estoppel letter from Liberty Commercial Finance in respect of the Personal Property Security Act (Ontario) filing against Cyxtera Communications Canada, ULC with reference file number 785896029 and registration number 20220817 1721 9234 4329;

(g) an amendment to the that certain First Lien Collateral Agreement, dated as of May 1, 2017, by and among the Loan Parties and CITIBANK, N.A., as collateral agent (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time) to include, *inter alia*, provisions specific to Canadian unlimited liability companies;

(h) an Account Control Agreement in respect of any accounts that the Loan Parties maintain in Canada (other than any Excluded Accounts); and

(i) a perfection certificate or amended perfection certificate with respect to each of the Canadian Guarantors;

3. Account Control Agreements for each deposit account or securities account that the Loan Parties maintain in the United States (other than any Excluded Accounts);

4. Liability insurance certificate(s) and a property insurance certificate(s); and

property and liability insurance endorsements satisfying the requirements set forth in Section 5.07 of the Credit Agreement.

Amended Credit Agreement

FIRST LIEN CREDIT AGREEMENT

dated as of May 1, 2017

by and among

CYXTERA DC PARENT HOLDINGS, INC.
as Initial Holdings,

COLORADO BUYER INC.,
as the Borrower,

The Lenders Party Hereto,

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent,

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent,

and

BARCLAYS BANK PLC, CREDIT SUISSE SECURITIES (USA) LLC,
JEFFERIES FINANCE LLC, HSBC SECURITIES (USA) INC.,
MACQUARIE CAPITAL (USA) INC. and CITIZENS BANK, N.A.,
as Documentation Agents

CITIGROUP GLOBAL MARKETS INC., JPMORGAN CHASE BANK, N.A.,
BARCLAYS BANK PLC, CREDIT SUISSE SECURITIES (USA) LLC,
JEFFERIES FINANCE LLC, HSBC SECURITIES (USA) INC.,
MACQUARIE CAPITAL (USA) INC. and CITIZENS BANK, N.A.,
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FIRST LIEN CREDIT AGREEMENT dated as of May 1, 2017 (this “Agreement”), by and among CYXTERA DC PARENT HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), CYXTERA DC HOLDINGS, INC. (f/k/a COLORADO BUYER INC.), a Delaware corporation, as borrower (in such capacity, the “Borrower”), the LENDERS party hereto, and CITIBANK, N.A., as Administrative Agent and as Collateral Agent.

Capitalized terms used in the recitals below that are not otherwise defined therein have the respective meanings set forth in Section 1.01.

WHEREAS, the Borrower has requested the Lenders to extend \$150,000,000 in aggregate principal amount of Revolving Commitments on the Effective Date.

WHEREAS, the Borrower has requested the Lenders to extend \$815,000,000 in aggregate principal amount of Initial Term Loans on the Effective Date.

WHEREAS, the Lenders have agreed to provide such Revolving Commitments and Initial Term Loans on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“2017 Audit Extension Date” means May 31, 2018; *provided* that such date shall automatically be extended to each subsequent date set forth in the column under the caption “2017 Audit Extension Date” in the table below but only if the Borrower has paid to the Administrative Agent, on behalf of and for the account of each Amendment No. 1 Consenting Lender, a fee equal to the product of (x) the percentage set forth in the corresponding column under the caption “Extension Fee” in the table below (expressed as a decimal) *times* (y) the sum (without duplication) of such Amendment No. 1 Consenting Lender’s Loans and Commitments as of the Amendment No. 1 Effective Date (as well as each of the fees payable with respect to each preceding extension), on or before the date set forth in the corresponding column under the caption “Extension Fee Payment Date” in the table below:

2017 Audit Extension Date	Extension Fee	Extension Fee Payment Date
June 30, 2018	0.125%	May 31, 2018
July 31, 2018	0.125%	June 30, 2018

“ABR,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

~~“Acceptable Discount” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(2).~~

“Account Control Agreement” means an agreement among a Loan Party, a depository bank or securities intermediary, as applicable, and the Collateral Agent, which agreement is in a form reasonably acceptable to the Collateral Agent and which provides the Agent with “control” (as such term is used in Article 9 of the UCC) over the deposit account(s) described therein, as the same may be amended,

modified, extended, restated, replaced, or supplemented from time to time. For the avoidance of doubt, it is understood and agreed that each such account control agreement shall comprise a Loan Document and a Security Document for all purposes of the Loan Documents.

~~“Acceptable Prepayment Amount Accounting Changes”~~ has the meaning ~~assigned to such terms specified~~ in Section ~~2.091.04(a)(ii)(D)(3d)~~.

“Actual Borrower Professional Fees” means with respect to any period, the amount of restructuring and professional fees expended during such period for which the Loan Parties are liable for payment (including as reimbursement to any Secured Party or the Specified Lender Advisors) that correspond to the headings “Restructuring Professional Fees” in the Approved Budget as then in effect.

“Actual Cash Receipts” shall mean with respect to any period, as the context requires, (x) the amount of actual receipts during such period of the Loan Parties (excluding any borrowings under this Agreement or the First Lien Priority Credit Agreement) under the heading “Total Receipts” in the Approved Budget and/or (y) the sum, for such period, of all such receipts for all such line items which comprise “Total Receipts” (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Actual Disbursement Amounts” shall mean with respect to any period, the sum, for such period, of all such disbursements for all such line items which comprise “Total Operating Disbursements / Payroll” and “Capex” (each as set forth in the Approved Budget), and all operational restructuring costs (provided, to the extent operational restructuring costs are included under the heading “Total Restructuring,” such costs shall be set forth as separate line items therein), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect, which amounts do not include Actual Borrower Professional Fees.

“Actual Liquidity” shall mean as of any date of determination, as the context requires, for the Loan Parties, the actual amounts of U.S. Bank Cash, amounts available under this Agreement, and the amount of any outstanding Withdrawal Notice (as such term is defined in the First Lien Priority Credit Agreement).

~~“Acceptance and Prepayment Notice” means an irrevocable written notice from a Lender accepting a Solicited Discounted Prepayment Offer to make a Discounted Loan Prepayment at the Acceptable Discount specified therein pursuant to Section 2.09(a)(ii)(D) substantially in the form of Exhibit O.~~

~~“Acceptance Date” has the meaning specified in Section 2.09(a)(ii)(D)(2).~~

~~“Accepting Lenders” has the meaning specified in Section 2.22(a).~~

~~“Accounting Changes” has the meaning specified in Section 1.04(d).~~

“Acquired Business” means Target and the Target Subsidiaries.

“Acquired EBITDA” means, with respect to any Pro Forma Entity for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of the term “Consolidated EBITDA” (and in the component financial definitions used therein) were references to such Pro Forma Entity and its Subsidiaries which will become Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity.

“Acquired Entity or Business” has the meaning given such term in the definition of “Consolidated EBITDA.”

“Acquisition” means the acquisition of the Acquired Business pursuant to the Acquisition Agreement.

“Acquisition Agreement” means the Stock Purchase Agreement, dated as of November 3, 2016, by and between Seller and Borrower, as amended from time to time and together with the schedules and exhibits thereto.

“Acquisition Documents” means the Acquisition Agreement, all other agreements entered into between the Target or its Affiliates and Holdings or its Affiliates in connection with the Acquisition and all schedules, exhibits and annexes to each of the foregoing and all side letters, instruments and agreements affecting the terms of the foregoing or entered into in connection therewith.

“Acquisition Transaction” means the purchase or other acquisition, by merger, consolidation or otherwise, by the Borrower or any Restricted Subsidiary of Equity Interests in, or all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of), any Person.

~~“Additional Lender” means, at any time, any bank or other financial institution (including any such bank or financial institution that is a Lender at such time) that agrees to provide any portion of any (a) Incremental Revolving Commitment, Incremental Term Commitment or Incremental Loan pursuant to an Incremental Facility Amendment in accordance with Section 2.18 or (b) Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.19; provided that each Additional Lender (other than any Person that is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender at such time) shall be subject to the approval of the Administrative Agent (such approval in each case not to be unreasonably withheld or delayed) and the Borrower.~~

“Adjusted LIBO Rate” means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the applicable LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Adjustment Date” means the last day of each calendar month of March, June, September and December.

“Administrative Agent” means Citibank, N.A., in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

~~“Affected Class” has the meaning specified in Section 2.22(a).~~

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified. For purposes of this Agreement and the other Loan Documents, Jefferies LLC and its Affiliates shall be deemed to be Affiliates of Jefferies Finance LLC and its Affiliates.

~~“Affiliated Debt Fund” means (a) an Affiliated Lender that is a bona fide debt fund engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the~~

~~ordinary course and the investment decisions of which are not controlled by the private equity business of the relevant Sponsor and (b) any trust, fund, other entity or separate allocation of funds and portfolio of assets of an Affiliated Lender which, in each case, is managed independently from all other trusts, funds, allocation of funds, portfolios of assets or other entities managed or controlled by a Sponsor, which have been established for the primarily or main purpose of investing in the share capital of companies (and, for the avoidance of doubt, but without limitation, an entity, trust, fund, allocation of funds or portfolio of assets shall be treated as being managed independently from all other trusts, funds, allocations of funds, portfolios of assets or other entities managed or controlled by a Sponsor, if it has a different general partner, (or equivalent)) or a different person or committee who has the ultimate decision making power on investments.~~

~~“Affiliated Lender” means, at any time, any Lender that is an Affiliate of the Borrower (other than Holdings, the Borrower or any of their respective Subsidiaries) at such time.~~

~~“Affiliated Lender Assignment and Assumption” has the meaning assigned to such term in Section 9.04(f)(6).~~

~~“Affiliated Lender Cap” has the meaning assigned to such term in Section 9.04(f)(5).~~

“Agent” means the Administrative Agent, the Collateral Agent, each Lead Arranger, each Joint Bookrunner, the Syndication Agent, each Co-Documentation Agent and any successors and assigns in such capacity, and “Agents” means two or more of them.

“Agreement” has the meaning provided in the preamble hereto.

“Alternative Currency/SONIA Benchmark Replacement” means, for any Available Tenor, the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for any then-current Alternative Currency Term Benchmark or SONIA for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States.

If the Alternative Currency/SONIA Benchmark Replacement as determined above would be less than 0.00%, the Alternative Currency/SONIA Benchmark Replacement will be deemed to be 0.00% for the purposes of this Agreement and the other Loan Documents

“Alternative Currency/SONIA Benchmark Replacement Event” has the meaning assigned to such term in Section 2.12(c).

“Alternative Currency Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternative Currency Term Benchmark Rate.

“Alternative Currency Term Benchmark Rate” means for any Interest Period with respect to an Alternative Currency Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Rate; provided that to the extent a comparable or successor rate is established pursuant to Section 2.12, such established rate shall be applied to the applicable Interest Period in a manner consistent with market practice; provided further, that to the extent such market practice is not administratively feasible for the

Administrative Agent, such approved rate shall be applied to the applicable Interest Period as otherwise reasonably determined by the Administrative Agent.

Notwithstanding the foregoing, in no event shall the Alternative Currency Term Benchmark Rate be less than 0.00% (and if such rate would otherwise be less than 0.00%, it shall be deemed to be 0.00%).

“Alternate Base Rate” means for any day (x) in the case of the Amendment No. 6 Extended Revolving Loans (or any other calculation with respect to such Loans), the greatest of (a) the NYFRB Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its “prime rate,” and (c) the Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1.00%; *provided* that for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). If the Alternate Base Rate is being used as an alternate rate of interest pursuant to 2.12 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.12(d), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above and (y) in the case of all other Loans, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its “prime rate,” and (c) the Adjusted LIBO Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in Dollars with a maturity of one month plus 1.00%. The “prime rate” is a rate set by Citibank based upon various factors including Citibank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Citibank shall take effect at the opening of business on the day specified in the public announcement of such change. Notwithstanding the foregoing, solely with respect to the Initial Term Loans, the Alternate Base Rate will be deemed to be 2.00% per annum if the Alternate Base Rate calculated pursuant to the foregoing provisions would otherwise be less than 2.00% per annum.

“Alternative Currency” means (a) Canadian Dollars and Sterling and (b) subject to the consent of the Administrative Agent, each Issuing Bank agreeing to issue Letters of Credit in such currency and each Revolving Lender agreeing to make Revolving Loans in such currency, any other currency.

“Amendment No. 1” means that certain Amendment No. 1, dated as of April 30, 2018, by and among the Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 1 Consenting Lender” means the “Consenting Lenders” (as defined in Amendment No. 1) and their respective successors and permitted assigns.

“Amendment No. 1 Effective Date” has the meaning set forth in Amendment No. 1.

“Amendment No. 2” means that certain Amendment No. 2, dated as of December 21, 2018, by and among the Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 2 Effective Date” has the meaning set forth in Amendment No. 2. “Amendment No. 4” means that certain Amendment No. 4, dated as of May 7, 2021, by and among the

Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 4 Effective Date” has the meaning set forth in Amendment No. 4.

“Amendment No. 6” means that certain Amendment No. 6, dated as of March 14, 2023, by and among the Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 6 Effective Date” has the meaning set forth in Amendment No. 6.

“Amendment No. 6 Extended Revolving Commitments” has the meaning assigned to such term in Amendment No. 6.

“Amendment No. 6 Extended Revolving Loans” has the meaning assigned to such term in Amendment No. 6.

“Amendment No. 6 Extending Revolving Lender” has the meaning assigned to such term in Amendment No. 6.

“Amendment No. 6 Maturity Date” has the meaning assigned to such term in the definition of the term “Maturity Date.”

“Amendment No. 6 Restricted Period” means the period on and following the Amendment No. 6 Effective Date until the date on which the Loan Document Obligations (other than contingent obligations in respect of which no claim has been made) in respect of the Revolving Loans and Letters of Credit are repaid in full (or cash collateralized, or back-stopped in a manner reasonably satisfactory to the Administrative Agent) and the unused Revolving Commitments shall have been terminated.

“Amendment No. 7” means that certain Amendment No. 7, dated as of May 1, 2023, by and among the Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 7 Effective Date” has the meaning set forth in Amendment No. 7.

“Amendment No. 8” means that certain Amendment No. 8, dated as of May 4, 2023, by and among the Borrower, Holdings, the Subsidiary Loan Parties, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 8 Effective Date” has the meaning set forth in Amendment No. 8.

“Applicable Account” means, with respect to any payment to be made to the Administrative Agent hereunder, the account specified by the Administrative Agent from time to time for the purpose of receiving payments of such type.

~~“Applicable Discount” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(2).~~

“Applicable Rate” means:

- (a) with respect to the Initial Term Loans, 3.00% for Eurocurrency Loans and 2.00% for ABR Loans;

- (b) with respect to any Class of Term Loans other than the Initial Term Loans, as specified in the applicable Incremental Facility Amendment; or Refinancing Amendment ~~or Permitted Amendment~~; and
- (c) with respect to all Amendment No. 6 Extended Revolving Loans, (w) 4.00% per annum for Term SOFR Loans or Alternative Benchmark Loans (other than SONIA Loans), (y) 4.0326% per annum for SONIA Loans and (z) 3.00% per annum for ABR Loans.

“Approved Bank” has the meaning assigned to such term in the definition of the term “Permitted Investments.”

“Approved Budget” means the initial Approved Budget and each Approved Budget delivered pursuant to Section 5.21. The initial Approved Budget is attached hereto as Exhibit S; provided, that the Borrower shall provide an updated budget in form and substance acceptable to the Required Lenders concurrently with the delivery of any Approved Budget pursuant to the First Lien Priority Credit Agreement.

“Approved Budget Variance Report” shall mean a report provided by the Borrower to the Administrative Agent, for prompt further delivery to the Lenders, (a) showing, in each case, on a line item by line item and cumulative basis, the Actual Cash Receipts, the Actual Disbursement Amounts, actual U.S. Bank Cash, Actual Liquidity, and Actual Borrower Professional Fees as of the last day of the prior week, and the Variance Testing Period then most recently ended, noting therein (i) all variances, on a line item by line item basis and a cumulative basis, from the Budgeted Cash Receipts, the Budgeted Disbursement Amounts, the Budgeted Liquidity and the Budgeted Borrower Professional Fees for such period as set forth in the Approved Budget as in effect for such period and (ii) containing an indication as to whether each variance is temporary or permanent and analysis and explanations for all material variances, (iii) certifying compliance or non-compliance with such maximum variances set forth therein, and (iv) including explanations for all material variances and violations, if any, of such covenant and if any such violation exists, setting forth the actions which the Borrower has taken or intends to take with respect thereto, and (b) which such reports shall be certified by a Responsible Officer of the Borrower and shall be in a form, and shall contain supporting information, satisfactory to the Required Lenders in their sole discretion (it being acknowledged and agreed that the form of the variance report provided by the Borrower to the Lenders prior to the Effective Date, and as subsequently revised in accordance with good faith negotiations between the Lenders and the Borrower, shall be deemed satisfactory).

“Approved Electronic Communications” means each notice, demand, communication, information, document and other material that any Loan Party is obligated to, or otherwise chooses to, provide to the Administrative Agent and/or the Collateral Agent pursuant to any Loan Document or the transactions contemplated therein, including (a) any supplement, joinder or amendment to the Security Documents and any other written communication delivered or required to be delivered in respect of any Loan Document or the transactions contemplated therein and any financial statements, financial and other report, notice, request, certificate and other information materials; *provided, however*, that solely with respect to delivery of any such Communication by any Loan Party to the Administrative Agent and without limiting or otherwise affecting either the Administrative Agent’s right to effect delivery of such Communication by posting such Communication to the Approved Electronic Platform or the protections afforded hereby to the Administrative Agent in connection with any such posting, “Approved Electronic Communication” shall exclude (i) any notice of borrowing, letter of credit request, notice of conversion or continuation, and any other notice, demand, communication, information, document and other material relating to a request for a new, or a conversion of an existing, Borrowing, (ii) any notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor, (iii) all notices of any Default or Event of Default and (iv) any notice, demand, communication,

information, document and other material required to be delivered to satisfy any of the conditions set forth in Article IV or any other condition to any Borrowing or other extension of credit hereunder or any condition precedent to the effectiveness of this Agreement.

“Approved Electronic Platform” has the meaning assigned to such term in Section 9.01.

“Approved Foreign Bank” has the meaning assigned to such term in the definition of the term “Permitted Investments.”

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“April 25, 2023 Interest Payment” has the meaning assigned to such term in Amendment No. 7.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04), ~~substantially in the form of Exhibit A-1 or any other form reasonably approved by the Administrative Agent.~~

~~“Auction Agent” means (a) the Administrative Agent or (b) any other financial institution or advisor employed by the Borrower (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Discounted Loan Prepayment pursuant to Section 2.09(a)(ii); provided that the Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).~~

“Audited Financial Statements” means the audited consolidated balance sheets of the Acquired Business as at the end of, and the related consolidated statements of operations, comprehensive income (loss), cash flows and parent net investment of the Acquired Business for, the fiscal years ended December 31, 2014 and December 31, 2015, including the notes thereto.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of (a) the Maturity Date of any Revolving Commitments and (b) the date of termination of such Revolving Commitments.

~~“Available Amount,” means a cumulative amount equal to (without duplication):~~

- ~~(a) the greater of (i) \$75,000,000 and (ii) 30% of Consolidated EBITDA on a Pro Forma Basis for the most recently completed Test Period as of such time (the “Starter Basket”); plus~~
- ~~(b) 50% of Consolidated Net Income for the period (treated as one accounting period) from the Effective Date to the end of the most recent Test Period (with any portion of such calculation representing less than a full fiscal quarter of the Borrower calculated based on the total Consolidated Net Income for such fiscal quarter prorated for the actual number of days during such fiscal quarter occurring on and after the Effective Date), plus~~
- ~~(c) returns, profits, distributions and similar amounts received in cash or Permitted Investments by the Borrower and the Restricted Subsidiaries on Investments made using the Available Amount (not to exceed the amount of such Investments), plus~~
- ~~(d) Investments of the Borrower or any of the Restricted Subsidiaries in any Unrestricted Subsidiary made using the Available Amount that has been re-designated as a Restricted Subsidiary or that~~

~~has been merged or consolidated with or into the Borrower or any of the Restricted Subsidiaries (up to the lesser of (i) the Fair Market Value of the Investments of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such redesignation or merger or consolidation and (ii) the Fair Market Value of the original Investment by the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary), plus~~

- ~~(e) the Net Proceeds of a sale or other Disposition of any Unrestricted Subsidiary (including the issuance of stock of an Unrestricted Subsidiary, but excluding any such Disposition to the Borrower or a Restricted Subsidiary) received by the Borrower or any Restricted Subsidiary, plus~~
- ~~(f) the value of any Unrestricted Subsidiary that has been merged or consolidated with or into the Borrower or any of its Restricted Subsidiaries (up to the lesser of (i) the fair market value (as determined in good faith by the Borrower) of the Investments of the Borrower and its Restricted Subsidiaries in such unrestricted subsidiary at the time of such re-designation or merger or consolidation and (ii) the fair market value of the original investments by the Borrower and its Restricted Subsidiaries in such unrestricted subsidiary, plus~~
- ~~(g) dividends or other distributions or returns on capital received by the Borrower or any Restricted Subsidiary from an Unrestricted Subsidiary, plus~~
- ~~(h) the aggregate amount of any Retained Declined Proceeds since the Effective Date.~~

~~“Available Equity Amount” means a cumulative amount equal to (without duplication):~~

- ~~(a) the Net Proceeds of new public or private issuances of Qualified Equity Interests in Holdings or any parent of Holdings which are contributed to the Borrower after the Effective Date (other than such amount constituting a Cure Amount), plus~~
- ~~(b) capital contributions received by the Borrower after the Effective Date in cash or Permitted Investments (other than in respect of any Disqualified Equity Interest or constituting a Cure Amount and the Fair Market Value of other property that is useful in the business of the Borrower and its Restricted Subsidiaries and contributed to the capital of the Borrower after the Effective Date (including through consolidation or merger), plus~~
- ~~(c) the net cash proceeds received by the Borrower from Indebtedness and Disqualified Equity Interest issuances issued after the Effective Date and which have been exchanged or converted into Qualified Equity Interests, plus~~
- ~~(d) returns, profits, distributions and similar amounts received in cash or Permitted Investments by the Borrower and the Restricted Subsidiaries on Investments made using the Available Equity Amount (not to exceed the amount of such Investments).~~

“Available Revolving Commitment” means, at any time, with respect to the Revolving Facility, the Revolving Commitments of any Revolving Lender then in effect under the Revolving Facility minus the Revolving Exposure of such Revolving Lender under the Revolving Facility at such time.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not

including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (g) of Section 2.12.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Basel III” means, collectively, those certain agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems,” “Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring,” and “Guidance for National Authorities Operating the Countercyclical Capital Buffer,” each as published by the Basel Committee on Banking Supervision in December 2010 (as revised from time to time), and as implemented by a Lender’s primary banking regulatory authority.

“Benchmark” means, initially, with respect to any Term SOFR Loan denominated in Dollars, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark for Dollars, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (d) of Section 2.12.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (1) the Daily Simple SOFR;
- (2) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than 0.00%, the Benchmark Replacement will be deemed to be 0.00% for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term SOFR Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides (in consultation with the Borrower) may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent

in a manner substantially consistent with both market practice and other U.S. syndicated credit facilities for similarly situated borrowers for which the Administrative Agent acts as administrative agent (or, if the Administrative Agent decides (in consultation with the Borrower) that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines (in consultation with the Borrower) that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides (in consultation with the Borrower) is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents and substantially consistent with other U.S. syndicated credit facilities for similarly situated borrowers for which the Administrative Agent acts as administrative agent).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator

of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12.

“Board of Directors” means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers or board of directors of such Person, (c) in the case of any partnership, the board of directors or board of managers of a general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” has the meaning provided in the preamble hereto and including any Successor Borrower.

~~“Borrower Offer of Specified Discount Prepayment” means the offer by the Borrower to make a voluntary prepayment of Loans at a specified discount to par pursuant to Section 2.09(a)(ii)(B).~~

~~“Borrower Solicitation of Discount Range Prepayment Offers” means the solicitation by the Borrower of offers for, and the corresponding acceptance by a Lender of, a voluntary prepayment of Loans at a specified range at a discount to par pursuant to Section 2.09(a)(ii)(C).~~

~~“Borrower Solicitation of Discounted Prepayment Offers” means the solicitation by the Borrower of offers for, and the subsequent acceptance, if any, by a Lender of, a voluntary prepayment of Loans at a discount to par pursuant to Section 2.09(a)(ii)(D).~~

“Borrowing” means (a) Loans of the same Facility, Class and Type, made, converted or continued on the same date in the same currency and, in the case of ~~Eurocurrency Loans~~, Alternative Currency Term Benchmark Loans and Term SOFR Loans as to which a single Interest Period is in effect and (b) Swingline Loans.

“Borrowing Minimum” means (a) in the case of a Borrowing denominated in Dollars, the lesser of \$1,000,000 and the remaining Commitments of the applicable Class, (b) in the case of a Borrowing denominated in Canadian Dollars, the lesser of C\$1,000,000 and the remaining Commitments of the applicable Class, (c) in the case of a Borrowing denominated in Sterling, the lesser of £500,000 and the remaining Commitments of the applicable Class and (d) in the case of a Borrowing denominated in any Alternative Currency other than Canadian Dollars or Sterling, the lesser of an amount to be agreed by the Administrative Agent and the Borrower at the time such Alternative Currency is established under this Agreement and the remaining Commitments of the applicable Class.

“Borrowing Multiple” means (a) in the case of a Borrowing denominated in Dollars, \$1,000,000, (b) in the case of a Borrowing denominated in Canadian Dollars, C\$1,000,000, (c) in the case of a Borrowing denominated in Sterling, of £1,000,000 and (d) in the case of a Borrowing denominated in any Alternative Currency other than Canadian Dollars or Sterling, an amount to be agreed by the Administrative Agent and the Borrower at the time such Alternative Currency is established under this Agreement.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03, in substantially the form of Exhibit B or another form which is acceptable to the Administrative Agent in its reasonable discretion.

“Budgeted Borrower Professional Fees” shall mean with respect to any period, the amount of restructuring and professional fees for such period that are set forth under the headings “Restructuring Professional Fees” in the Approved Budget, as then in effect.

“Budgeted Cash Receipts” means with respect to any period, as the context requires, (x) the line item under the heading “Forecast for Total Receipts” in the Approved Budget and/or (y) the sum, for such period, of all the amounts for all such line items which comprise “Total Receipts” (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Budgeted Disbursement Amounts” means with respect to any period, as the context requires, (x) the amount that corresponds to the line items under the heading “Total Operating Disbursements / Payroll” and “Capex” (each as set forth in the Approved Budget) and all operational restructuring costs and/or (y) the sum, for such period, of all such line items which comprise “Total Operating Disbursements / Payroll” and “Capex” (each as set forth in the Approved Budget) and all operational restructuring costs, on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect, which amounts do not include Budgeted Borrower Professional Fees.

“Budgeted Liquidity” shall mean as of any date of determination, as the context requires, for the Loan Parties, the amount set forth as of such date as Actual Liquidity, in each case as determined by reference to the Approved Budget as then in effect.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; *provided* that (i) when used in connection with a Eurocurrency Loan denominated in Dollars, the term “Business Day” shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market, (ii) when used in connection with in an Alternative Currency Term Benchmark Loan (other than Canadian Loans) or a SONIA Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in such Alternative Currency in the London or other applicable offshore interbank market for such Alternative Currency, (iii) when used in connection with Term SOFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such Term

SOFR Loans or any other dealings of such Term SOFR Loans, the term “Business Day” shall also exclude any day that is not a U.S. Government Securities Business Day and (iv) when used in connection with any Canadian Loan, the term “Business Day” shall also exclude any day on which commercial banks in Toronto, Canada are authorized or required by law to remain closed. For purposes of making the Term Loans or issuing any Letters of Credit on the Effective Date, May 1, 2017 shall be considered a Business Day.

“Business Material Adverse Effect” has the meaning assigned to such term in the Acquisition Agreement.

“Canadian Dollars” and “C\$” mean the lawful currency of Canada.

“Canadian Loans” means, individually and collectively as the context may require, Loans made in Canadian Dollars.

“Canadian Prime Rate” means, on any day, the rate determined by the Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDOR Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR Rate, respectively.

“Capital Expenditures” means, for any period, the additions to property, plant and equipment and other capital expenditures of the Borrower and the Restricted Subsidiaries that are (or should be) set forth in a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP.

“Capital Lease Obligation” means an obligation that is a Capitalized Lease; and the amount of Indebtedness represented thereby at any time shall be the amount of the liability in respect thereof that would at that time be required to be capitalized on a balance sheet in accordance with GAAP as in effect on the Effective Date.

“Capitalized Leases” means all leases that have been or should be, in accordance with GAAP as in effect on the Effective Date, recorded as capitalized leases.

“Capitalized Software Expenditures” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries.

“Cash Management Obligations” means (a) obligations in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management services or

any automated clearing house transfers of funds and (b) other obligations in respect of netting services, employee credit or purchase card programs and similar arrangements.

“Cash Management Services” has the meaning provided in the definition of the term “Secured Cash Management Obligations.”

“Casualty Event” means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

“CDOR Rate” means (i) the rate of interest per annum equal to the rates applicable to Canadian Dollar Canadian bankers’ acceptances having an identical or comparable term as the applicable Interest Period (or, for the purposes of determining the Canadian Prime Rate as at any date, a term of one month), displayed and identified as such on the display referred to as the “CDOR Page” (or any display substituted therefor) of the applicable Reuters Screen Page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in each case, the “CDOR Page”) as at or about 10:00 a.m., Toronto time, on the date of commencement of such Interest Period, or (ii) if such rates do not appear on the CDOR Page at such time and on such date, the Administrative Agent may substitute such rate with a reasonably acceptable alternative published interest rate that adequately reflects the all-in-cost of funds to the Administrative Agent for funding such type of credit extension. Notwithstanding the foregoing, in no event shall the CDOR Rate be less than 0.00% (and if such rate would otherwise be less than 0.00%, it shall be deemed to be 0.00%).

“Change of Control” means (a) the failure of Holdings prior to an IPO, or, after an IPO, the IPO Entity, to own directly or indirectly through wholly-owned Subsidiaries that are Guarantors, all of the Equity Interests in the Borrower, (b) prior to an IPO, the failure by the Permitted Holders to own, directly or indirectly through one or more holding company parents of Holdings, beneficially and of record, Equity Interests in Holdings representing at least a majority of the aggregate ordinary voting power for the election of the Board of Directors of Holdings represented by the issued and outstanding Equity Interests in Holdings, unless the Permitted Holders otherwise have the right (pursuant to contract, proxy or otherwise), directly or indirectly, to designate, nominate or appoint (and do so designate, nominate or appoint) a majority of the Board of Directors of Holdings, (c) after an IPO, the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group, other than the Permitted Holders (directly or indirectly, including through one or more holding companies), of Equity Interests representing 40% or more of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the IPO Entity and the percentage of the aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the Equity Interests in the IPO Entity held by the Permitted Holders, unless the Permitted Holders (directly or indirectly, including through one or more holding companies) otherwise have the right (pursuant to contract, proxy or otherwise), directly or indirectly, to designate, nominate or appoint (and do so designate, nominate or appoint) a majority of the Board of Directors of Holdings or the IPO Entity, or (d) the occurrence of a “Change of Control” (or similar event, however denominated), as defined in the documentation governing the Second Lien Facility (and any Permitted Refinancing thereof), [the First Lien Priority Credit Agreement](#) or any other Material Indebtedness that is Subordinated Indebtedness. For purposes of this definition, (i) “beneficial ownership” shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act, (ii) the phrase Person or “group” is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or “group” and its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, and (iii) if any Person or “group” includes one or more Permitted Holders, the issued and outstanding Equity Interests of Holdings, the IPO Entity or the Borrower, as applicable, directly or

indirectly owned by the Permitted Holders that are part of such Person or “group” shall not be treated as being owned by such Person or “group” for purposes of determining whether clause (c) of this definition is triggered).

“Change in Law” means (a) the adoption of any rule, regulation, treaty or other law after the date of this Agreement, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; *provided* that, notwithstanding anything herein to the contrary, (i) any requests, rules, guidelines or directives under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or issued in connection therewith and (ii) any requests, rules, guidelines or directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case shall be deemed to be a “Change in Law,” regardless of when enacted, adopted, promulgated or issued, but only to the extent such rules, regulations, or published interpretations or directives are applied to the Borrower and its Subsidiaries by the Administrative Agent or any Lender in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities, including, without limitation, for purposes of Section 2.13.

“Citibank” means Citibank, N.A., and its successors.

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Loans under a specific Facility (including Revolving Loans, Loans under an Incremental Revolving Facility, Other Revolving Loans, Initial Term Loans, Incremental Term Loans and Other Term Loans), (b) any Commitment, refers to whether such Commitment is a Commitment under a specific Facility (including Initial Revolving Commitments, Incremental Revolving Commitments, Commitments in respect of an Incremental Revolving Facility, Initial Term Commitments, Incremental Term Commitments or Other Term Commitments) and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

Any Revolving Loans or Term Loans that have different terms and conditions from other Revolving Loans or Term Loans, as applicable, shall be construed to be in different Classes.

~~“Closing Date Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, by and between the Administrative Agent and JPMorgan Chase Bank, N.A., as Second Lien Agent, and acknowledged by the Loan Parties, substantially in the form of Exhibit E.~~

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“Co-Documentation Agents” means Deutsche Bank Securities Inc., Nomura Securities International, Inc. and Jefferies Finance LLC.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations.

“Collateral Agent” has the meaning assigned in the Collateral Agreement.

“Collateral Agreement” means the First Lien Collateral Agreement by and among each of the Loan Parties from time to time party thereto and the Collateral Agent, substantially in the form of Exhibit D.

“Collateral and Guarantee Requirement” means, at any time, the requirement that:

- (a) the Administrative Agent shall have received from (i) Holdings, each Intermediate Parent, the Borrower ~~and~~, each Domestic Subsidiary and each Foreign Guarantor (other than an Excluded Subsidiary) either (x) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guarantee Agreement, in the form specified therein, duly executed and delivered on behalf of such Person ~~and~~, (ii) Holdings, the Borrower and each Subsidiary Loan Party (other than the English Guarantors) either (x) a counterpart of the Collateral Agreement (or, with respect to each Foreign Guarantor, such other equivalent Security Document) duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Subsidiary Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement (or, with respect to each Foreign Guarantor, such other equivalent Security Document), in the form specified therein (iii) (subject at all times to Section 5.14) the English Guarantors either (x) a counterpart of the Debenture Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes an English Guarantor after the Effective Date (including by ceasing to be an Excluded Subsidiary), a Security Accession Deed as defined in the Debenture Agreement and (iv) Holdings, the Borrower and each Subsidiary Loan Party Account Control Agreements with respect to each deposit account and securities account (in each case, other than any Excluded Account), duly executed and delivered on behalf of such Person, in each case under this clause (a) together with, in the case of any such Loan Documents executed and delivered after the Effective Date, documents and, to the extent reasonably requested by the Administrative Agent, opinions and certificates of the type referred to in Section 4.01(b) and 4.01(c));
- (b) all outstanding Equity Interests of each Intermediate Parent, the Borrower and the Restricted Subsidiaries (other than any Equity Interests constituting Excluded Assets or Equity Interests of Immaterial Subsidiaries) owned by or on behalf of any Loan Party shall have been pledged pursuant to the Collateral Agreement or charged pursuant to the Debenture Agreement (and the Administrative Agent shall have received certificates or other instruments representing all such Equity Interests (if any), together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank);
- (c) if any Indebtedness for borrowed money of Holdings, any Intermediate Parent, the Borrower or any Subsidiary in a principal amount of \$~~10,000,000~~2,000,000 or more individually is owing by such obligor to any Loan Party, such Indebtedness shall be evidenced by a promissory note, such promissory note shall have been pledged pursuant to the Collateral Agreement or the Debenture Agreement (as applicable) and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;
- (d) all certificates, agreements, documents and instruments, including Uniform Commercial Code financing statements, required by the Security Documents, Requirements of Law and reasonably requested by the Administrative Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent

required by, and with the priority required by, the Security Documents and the other provisions of the term “Collateral and Guarantee Requirement,” shall have been filed, registered or recorded or delivered to the Administrative Agent for filing, registration or recording; and

- (e) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Material Real Property duly executed and delivered by the record owner of such Mortgaged Property, (ii) with respect to each Mortgage, (w) a policy of title insurance (or marked unconditional commitment to issue such policy) in the amount equal to not less than 100% of the Fair Market Value of the Mortgaged Property covered thereby, including fixtures, as reasonably determined by the Borrower and agreed to by the Administrative Agent, issued by a nationally recognized title insurance company reasonably acceptable to the Administrative Agent insuring the Lien of each such Mortgage as a first priority Lien on the Mortgaged Property described therein, free of any other Liens except as expressly permitted by Section 6.02, together with such endorsements (other than a creditor’s rights endorsement), coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent available in the applicable jurisdiction at commercially reasonable rates, (x) such affidavits, instruments of indemnification (including a so-called “gap” indemnification) as are customarily requested by the title company to induce the title company to issue the title policies and endorsements contemplated above, (y) evidence reasonably acceptable to the Collateral Agent of payment by the Borrower (or evidence that the same will be paid out of Loan proceeds) of all title policy premiums, search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the title policies referred to above, (iii) a survey of such Mortgaged Property in such form as shall be required by the title company to issue the so-called comprehensive and other survey-related endorsements and to remove the standard survey exceptions from the title policies and endorsements contemplated above (*provided, however*, that a survey shall not be required to the extent that the issuer of the applicable title insurance policy provides reasonable and customary survey-related coverages (including, without limitation, survey-related endorsements) in the applicable title insurance policy based on an existing survey and/or such other documentation as may be reasonably satisfactory to the title insurer), (iv) a completed “life of loan” FEMA flood determination and notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each applicable Loan Party, (v) if the improvements located on such Mortgaged Property is located in an area determined by FEMA to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors and the other Flood Insurance Laws and as required under Section 5.07, and (vi) a customary legal opinion from appropriate counsel practicing in the jurisdiction in which the real property covered by such Mortgage is located.
- (f) Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (i) the foregoing provisions of this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to, particular assets of the Loan Parties, or the provision of Guarantees by any Subsidiary, if, and for so long as and to the extent that the Administrative Agent and the Borrower reasonably agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, or providing such Guarantees (taking into account any material adverse Tax consequences (including the imposition of withholding or other material Taxes)), shall be excessive in view of the benefits to be obtained by the Lenders therefrom (or the relevant assets or actions shall be limited in a manner reasonably agreed by the Administrative Agent and the Borrower in order to reduce such cost), (ii) Liens required to be granted from time to time pursuant to the term “Collateral and

Guarantee Requirement” shall be subject to exceptions and limitations set forth in the Security Documents as in effect on the Effective Date, (iii) other than set forth in Section 5.19, in no event shall control agreements or other control or similar arrangements be required with respect to deposit accounts, securities accounts, commodities accounts or other assets specifically requiring perfection by control agreements, (iv) no perfection actions shall be required with respect to Vehicles and other assets subject to certificates of title (other than the filing of UCC financing statements), (v) no perfection actions shall be required with respect to commercial tort claims with a value less than \$~~10,000,000~~ 1,000,000 individually (other than the filing of UCC financing statements), and no perfection shall be required with respect to promissory notes evidencing debt for borrowed money in a principal amount of less than \$~~10,000,000~~ 1,000,000 individually (other than the filing of UCC financing statements), (vi) except with respect to any Foreign Guarantors, no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States ~~(including any Equity Interests of Foreign Subsidiaries and any Foreign Intellectual Property)~~ or to perfect or make enforceable any security interests in any such assets; and (vii) except with respect to any Foreign Guarantors, no actions shall be required to perfect a security interest in letter of credit rights (other than the filing of UCC financing statements); ~~(viii) no delivery of share certificates evidencing Equity Interests in Immaterial Subsidiaries shall be required and (ix) in no event shall the Collateral include any Excluded Assets.~~ The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Effective Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Effective Date) ~~where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.~~

“Commercial Letter of Credit” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or its Subsidiaries in the ordinary course of business.

“Commitment” means (a) with respect to any Revolving Lender, its Revolving Commitment, Incremental Revolving Commitment, Other Revolving Commitments, or any combination thereof (as the context requires) and (b) with respect to any Term Lender, its Initial Term Commitment, Incremental Term Commitment, Other Term Commitment of any Class or any combination thereof (as the context requires).

“Commitment Fee Rate” means, with respect to all Revolving Commitments, with respect to each fiscal quarter, the applicable rate per annum set forth in the table below, based upon the First Lien Leverage Ratio for the Test Period ended as of the most recent Adjustment Date; *provided* that until the first Adjustment Date occurring after the first full fiscal quarter ended after the Effective Date, the “Commitment Fee Rate” will be the applicable rate per annum set forth below in Category 1:

First Lien Leverage Ratio	Commitment Fee Rate
Category 1: Greater than 4.00 to 1.00	0.500%
Category 2: Equal to or less than 4.00 to 1.00 but greater than 3.50 to 1.00	0.375%
Category 3:	0.250%

Equal to or less than 3.50 to 1.00	
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The Commitment Fee Rate will be adjusted quarterly on a prospective basis on each Adjustment Date based upon the First Lien Leverage Ratio in accordance with the table above; *provided* that (i) if a Specified Event of Default shall have occurred and be continuing at the time any reduction in the Commitment Fee Rate would otherwise be implemented, then no such reduction shall be implemented until the date on which such Specified Event of Default shall no longer be continuing, and (ii) if any Compliance Certificate delivered pursuant to this Agreement is at any time restated or otherwise revised, or if the information set forth in any such Compliance Certificate otherwise proves to be false or incorrect such that the Commitment Fee Rate would have been higher than was otherwise in effect during any period, without constituting a waiver of any Default or Event of Default arising as a result thereof, commitment fees with respect to Revolving Loans under this Agreement shall be recalculated by the Administrative Agent at such higher rate for any applicable periods and shall be due and payable within 5 Business Days of receipt of such calculation by the Borrower from the Administrative Agent and shall be payable only the Revolving Lenders whose Revolving Commitments were outstanding during such period when the Commitment Fee Rate should have been higher (regardless of whether such Revolving Lenders remain parties to this Agreement at the time such payment is made).

“Commitment Schedule” means Schedule 2.01(a).

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Company Materials” has the meaning specified in Section 5.01.

“Compliance Certificate” means each certificate required to be delivered pursuant to Section 5.01(d) in the form of Exhibit G-2 (or such other form reasonably acceptable to the Administrative Agent).

“Consolidated EBITDA” means, for any period, the Consolidated Net Income for such period, plus:

(a) without duplication and to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities, together with items excluded from the definition of “Consolidated Interest Expense” pursuant to clauses (i) through (xi) thereof,

(ii) provision for taxes based on income, profits, revenue or capital gains, including federal, foreign and state income, franchise, excise, value added and similar taxes and foreign withholding taxes paid or accrued during such period (including in respect of repatriated funds) including penalties and interest related to such taxes or arising from any tax examinations,

(iii) depreciation and amortization (including amortization of Capitalized Software Expenditures, internal labor costs and deferred financing fees or costs),

(iv) other non-cash charges (other than any accrual in respect of bonuses) (*provided*, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period),

(v) the amount of any non-controlling interest consisting of income attributable to non-controlling interests of third parties in any non-wholly-owned Subsidiary deducted (and not added back in such period to Consolidated Net Income) excluding cash distributions in respect thereof,

(vi) (A) the amount of management, monitoring, consulting and advisory fees, indemnities and related expenses paid or accrued in such period to (or on behalf of) the Sponsor (including any termination fees payable in connection with the early termination of management and monitoring agreements) to the extent otherwise permitted under Section 6.09(x) and (B) the amount of payments made to option holders of the Borrower or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of such person or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted in the Loan Documents,

(vii) losses or discounts on sales of receivables and related assets in connection with any Permitted Receivables Financing,

(viii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in the calculation of Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (c) below for any previous period and not added back,

(ix) any costs or expenses incurred by the Borrower or any Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any severance agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are non-cash or otherwise funded with cash proceeds contributed to the capital of the Borrower or Net Cash Proceeds of an issuance of Equity Interests of the Borrower (other than Disqualified Equity Interests or relating to Equity Interests constituting a Cure Amount), and

(x) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature,

plus

- (b) without duplication, the amount of “run rate” cost savings, operating expense reductions and synergies related to the Transactions or any other Specified Transaction, any restructuring, cost saving initiative or other initiative projected by the Borrower in good faith to be realized as a

result of actions that have been taken or initiated or are expected to be taken (in the good faith determination of the Borrower), including any cost savings, expenses and charges (including restructuring and integration charges) in connection with, or incurred by or on behalf of, any joint venture of the Borrower or any of the Restricted Subsidiaries (whether accounted for on the financial statements of any such joint venture or the Borrower) (i) with respect to the Transactions, on or prior to the date that is 24 months after the Effective Date (including actions initiated prior to the Effective Date) and (ii) with respect to any other Specified Transaction, any restructuring, cost saving initiative or other initiative, within 24 months after such Specified Transaction, restructuring, cost saving initiative or other initiative (which cost savings shall be added to Consolidated EBITDA until fully realized and calculated on a Pro Forma Basis as though such cost savings had been realized on the first day of the relevant period), net of the amount of actual benefits realized from such actions; *provided* that (A) such cost savings are reasonably identifiable and factually supportable, (B) no cost savings, operating expense reductions or synergies shall be added pursuant to this clause (b) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or synergies that are included in clause (a) above (it being understood and agreed that “run rate” shall mean the full recurring benefit that is associated with any action taken) and (C) the share of any such cost savings, expenses and charges with respect to a joint venture that are to be allocated to the Borrower or any of the Restricted Subsidiaries shall not exceed the total amount thereof for any such joint venture multiplied by the percentage of income of such venture expected to be included in Consolidated EBITDA for the relevant Test Period and;

minus

- (c) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:
 - (i) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any prior period), and
 - (ii) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any non-wholly-owned subsidiary added (and not deducted in such period from Consolidated Net Income),

in each case, as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP; *provided* that,

(I) there shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Borrower or any Restricted Subsidiary during such period (other than any Unrestricted Subsidiary) whether such acquisition occurred before or after the Effective Date to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired, including pursuant to the Transactions or pursuant to a transaction consummated prior to the Effective Date, and not subsequently so disposed of, an “Acquired Entity or Business”), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a “Converted Restricted Subsidiary”), in each case based on the Acquired EBITDA of

such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical Pro Forma Basis, and

(II) there shall be (A) excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a “Sold Entity or Business”), ~~and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a “Converted Unrestricted Subsidiary”)~~, in each case based on the Disposed EBITDA of such Sold Entity or Business ~~or Converted Unrestricted Subsidiary~~ for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical Pro Forma Basis and (B) included in determining Consolidated EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal) as specified in the Pro Forma Disposal Adjustment certificate delivered to the Administrative Agent (for further delivery to the Lenders).

Notwithstanding the foregoing, for all purposes of this Agreement, Consolidated EBITDA shall be deemed to equal (a) \$64,800,000 for the fiscal quarter ended December 31, 2015, (b) \$65,300,000 for the fiscal quarter ended March 31, 2016, (c) \$59,800,000 for the fiscal quarter ended June 30, 2016 and (d) \$58,400,000 for the fiscal quarter ended September 30, 2016, in each case and, without duplication, adjusted to reflect any Pro Forma Adjustment with respect to the Transactions or any relevant Specified Transaction or any restructuring, cost saving initiative or other initiative, in each case, occurring or identified on or after the Effective Date and not otherwise included in the calculation of the foregoing amounts.

“Consolidated First Lien Debt” means the sum, without duplication, of the amount of Consolidated Total Debt (a) under the Loans (including under any Incremental Loan), (b) that is secured by liens on the Collateral on an equal or senior priority basis (but without regard to the control of remedies) with Liens securing the Secured Obligations or (c) that constitutes secured Capital Lease Obligations of the Borrower or any Restricted Subsidiary. For the avoidance of doubt, any Indebtedness under the Second Lien Facility shall not constitute Consolidated First Lien Debt and Consolidated First Lien Debt shall be reduced, without duplication, by the amount of cash and Permitted Investments reducing Consolidated Total Debt as of the relevant date of determination.

“Consolidated Interest Expense” means the sum of (a) cash interest expense (including that attributable to Capitalized Leases), net of cash interest income, of the Borrower and the Restricted Subsidiaries with respect to all outstanding Indebtedness of the Borrower and the Restricted Subsidiaries, including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptance financing and net costs under hedging agreements plus (b) non-cash interest expense resulting solely from the amortization of original issue discount from the issuance of Indebtedness of the Borrower and the Restricted Subsidiaries (excluding Indebtedness borrowed hereunder and under the Second Lien Facility in connection with the Transactions) at less than par, plus (c) pay-in-kind interest expense of the Borrower and the Restricted Subsidiaries, but excluding, for the avoidance of doubt, (i) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses and any

other amounts of non-cash interest other than referred to in clause (b) above (including as a result of the effects of acquisition method accounting or pushdown accounting), (ii) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815-Derivatives and Hedging, (iii) any one-time cash costs associated with breakage in respect of hedging agreements for interest rates, (iv) commissions, discounts, yield, make whole premium and other fees and charges (including any interest expense) incurred in connection with any Permitted Receivables Financing, (v) any "additional interest" owing pursuant to a registration rights agreement with respect to any securities, (vi) any payments with respect to make-whole premiums or other breakage costs of any Indebtedness, including, without limitation, any Indebtedness issued in connection with the Transactions, (vii) penalties and interest relating to taxes, (viii) accretion or accrual of discounted liabilities not constituting Indebtedness, (ix) interest expense attributable to a direct or indirect parent entity resulting from push-down accounting, (x) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization or purchase accounting and (xi) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto and with respect to any Permitted Acquisition or similar Investment permitted hereunder, all as calculated on a consolidated basis in accordance with GAAP.

For purposes of this definition, interest on a Capitalized Lease shall be deemed to accrue at an interest rate reasonably determined by the Borrower to be the rate of interest implicit in such Capitalized Lease in accordance with GAAP.

"Consolidated Net Income" means, for any period, the net income (loss) of the Borrower and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding (and excluding the effect of), without duplication:

- (a) extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives and any accruals or reserves in respect of any extraordinary, non-recurring or unusual items), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses (including related to new product introductions and other strategic or cost savings initiatives), restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions and adjustments to existing reserves), whether or not classified as restructuring expense on the consolidated financial statements, signing costs, retention or completion bonuses, other executive recruiting and retention costs, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities and charges resulting from changes in estimates, valuations and judgments),
- (b) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income,
- (c) Transaction Costs,
- ~~(d) the net income for such period of any Person that is an Unrestricted Subsidiary and any Person that is not a Subsidiary or that is accounted for by the equity method of accounting; provided that Consolidated Net Income shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Permitted Investments (or, if not paid in cash or Permitted Investments, but later converted into cash or Permitted Investments, upon such conversion) by such Person to the Borrower or a Restricted Subsidiary thereof during such~~

~~period, but excluding any such dividends or distributions funded with the direct or indirect identifiable proceeds of any Investment by the Borrower or any Restricted Subsidiary in any Unrestricted Subsidiary or in any Person that is not a Subsidiary or that is accounted for by the equity method of accounting,~~

(d) [reserved],

- (e) any fees and expenses (including any transaction or retention bonus or similar payment) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with FASB Accounting Standards Codification 805 and gains or losses associated with FASB Accounting Standards Codification 460),
- (f) any income (loss) for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments,
- (g) accruals and reserves that are established or adjusted as a result of the Transactions in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period,
- (h) all Non-Cash Compensation Expenses,
- (i) any income (loss) attributable to deferred compensation plans or trusts,
- (j) any income (loss) from investments recorded using the equity method of accounting (but including any cash dividends or distributions actually received by the Borrower or any Restricted Subsidiary in respect of such investment),
- (k) any gain (loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (loss) from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of), in each case, together with any related provisions for taxes on any such gain (or the tax effect of any such loss);
- (l) any non-cash gain (loss) attributable to the mark-to-market movement in the valuation of hedging obligations or other derivative instruments pursuant to FASB Accounting Standards Codification 815 Derivatives and Hedging or mark to market movement of other financial instruments pursuant to FASB Accounting Standards Codification 825 Financial Instruments; *provided* that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period,
- (m) any non-cash gain (loss) related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances),

- (n) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures (*provided*, in each case, that the cash payment in respect thereof in such future period shall be subtracted from Consolidated Net Income for the period in which such cash payment was made),
- (o) any impairment charge or asset write-off or write-down (including related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities), and
- ~~(p) solely for the purpose of calculating the Available Amount, the net income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its net income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, is otherwise restricted by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived (or the Borrower reasonably believes such restriction could be waived and is using commercially reasonable efforts to pursue such waiver); *provided* that Consolidated Net Income of the Borrower will be increased by the amount of dividends or other distributions or other payments actually paid in cash or Permitted Investments (or, if not paid in cash or Permitted Investments, but later converted into cash or Permitted Investments, upon such conversion) to the Borrower or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein.~~

(p) [reserved].

There shall be excluded from Consolidated Net Income for any period the effects from applying acquisition method accounting, including applying acquisition method accounting to inventory, property and equipment, loans and leases, software and other intangible assets and deferred revenue (including deferred costs related thereto and deferred rent) required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of the Transactions, any acquisition consummated prior to the Effective Date and any Permitted Acquisitions or other Investment or the amortization or write-off of any amounts thereof.

In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or, so long as such Person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (net of any amount so added back in any prior period to the extent not so reimbursed within the applicable 365-day period), due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other similar Investment or any disposition of any asset permitted hereunder.

“Consolidated Secured Debt” means Consolidated Total Debt that is secured by a Lien on the Collateral and all secured Capital Lease Obligations of the Borrower or any Restricted Subsidiary. For the avoidance of doubt, Consolidated Secured Debt shall be reduced, without duplication, by the amount of cash and Permitted Investments reducing Consolidated Total Debt as of the relevant date of determination.

“Consolidated Total Assets” means, as at any date of determination, the amount that would be set forth opposite the caption “total assets” (or any like caption) on the most recent consolidated balance sheet of the Borrower and the Restricted Subsidiaries in accordance with GAAP.

“Consolidated Total Debt” means, as of any date of determination (i) the outstanding principal amount of all third party Indebtedness for borrowed money (including purchase money Indebtedness), unreimbursed drawings under letters of credit, Capital Lease Obligations, third party Indebtedness obligations evidenced by notes or similar instruments and, without duplication, Receivables Guarantees, in each case of the Borrower and the Restricted Subsidiaries on such date, on a consolidated basis and determined in accordance with GAAP (excluding, in any event, the effects of any discounting of Indebtedness resulting from the application of acquisition method accounting in connection with the Transactions or any Permitted Acquisition or other Investment) minus (ii) the aggregate amount of cash and Permitted Investments on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date to the extent the use thereof for the application to the payment of Indebtedness is not prohibited by law or any contract to which the Borrower and any Restricted Subsidiary is a party. It is understood that to the extent the Borrower or any Restricted Subsidiary incurs any Indebtedness and receives the proceeds of such Indebtedness, for purposes of determining any incurrence test under this Agreement and whether the Borrower is in Pro Forma Compliance with any such test, the proceeds of such incurrence shall not be “netted” pursuant to clause (ii) of this definition.

“Consolidated Working Capital” means, at any date, the excess of (a) the sum of all amounts (other than cash and Permitted Investments) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date, excluding the current portion of current and deferred income taxes over (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date, including deferred revenue but excluding, without duplication, (i) the current portion of any Funded Debt, (ii) all Indebtedness consisting of Loans and obligations under letters of credit to the extent otherwise included therein, (iii) the current portion of interest and (iv) the current portion of current and deferred income taxes; *provided* that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from acquisitions or dispositions by the Borrower and the Restricted Subsidiaries shall be measured from the date on which such acquisition or disposition occurred until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the Excess Cash Flow calculation, (II) the impact of adjusting items in the definition of “Consolidated Net Income” and (III) any changes in current assets or current liabilities as a result of (x) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under hedging agreements or other derivative obligations, (y) any reclassification, other than as a result of the passage of time, in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent or (z) the effects of acquisition method accounting.

“Contract Consideration” has the meaning given such term in the definition of “Excess Cash Flow.”

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Converted Restricted Subsidiary” has the meaning given such term in the definition of “Consolidated EBITDA.”

~~“Converted Unrestricted Subsidiary” has the meaning given such term in the definition of “Consolidated EBITDA.”~~

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

~~“Credit Agreement Refinancing Indebtedness” means Indebtedness issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Loans (“Refinanced Debt”); *provided* that such exchanging, extending, renewing, replacing or refinancing Indebtedness (a) is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt (plus any premium, accrued interest and fees and expenses incurred in connection with such exchange, extension, renewal, replacement or refinancing), (b) does not (i) mature earlier than or have a Weighted Average Life to Maturity shorter than the Refinanced Debt or (ii) have mandatory redemption features (other than customary asset sale, insurance and condemnation proceeds events, change of control offers or events of default) that could result in redemptions of such Indebtedness prior to the maturity of the Refinanced Debt, (c) shall not be guaranteed by any entity that is not a Loan Party, (d) in the case of any secured Indebtedness (i) is not secured by any assets not securing the Secured Obligations, (ii) is secured on a pari passu or junior basis to the Secured Obligations and (iii) is subject to the relevant Intercreditor Agreement(s) and (e) has terms and conditions (excluding pricing, interest rate margins, rate floors, discounts, fees, premiums and prepayment or redemption provisions) that are not materially more favorable (when taken as a whole) to the lenders or investors providing such Indebtedness than the terms and conditions of this Agreement (when taken as a whole) are to the Lenders (except for covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of such refinancing) (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such financial maintenance covenant is either (i) also added for the benefit of any corresponding Loans remaining outstanding after the issuance or incurrence of such Indebtedness or (ii) only applicable after the Latest Maturity Date at the time of such refinancing); *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).~~

“CRO” has the meaning assigned to such term in [Section 5.23\(a\)](#).

“Cure Amount” has the meaning assigned to such term in Section 7.03(a).

“Cure Expiration Date” has the meaning assigned to such term in Section 7.03(a).

“Cure Right” has the meaning assigned to such term in Section 7.03(a).

“Daily Simple SONIA” means, for any day (a “SONIA Rate Day”), a rate per annum equal to, the SONIA for the day (such day “i”) that is five Business Days prior to (A) if such SONIA Rate Day is a

Business Day, such SONIA Rate Day or (B) if such SONIA Rate Day is not a Business Day, the Business Day immediately preceding such SONIA Rate Day, in each case, as such SONIA is published by the SONIA Administrator on the SONIA Administrator's Website. If by 5:00 pm (London time) on the second (2nd) Business Day immediately following any day "i", SONIA in respect of such day "i" has not been published on the SONIA Administrator's Website, then the SONIA for such day "i" will be SONIA as published in respect of the first preceding Business Day for which SONIA was published on the SONIA Administrator's Website; provided that SONIA as determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SONIA for no more than three (3) consecutive SONIA Rate Days. Any change in Daily Simple SONIA due to a change in SONIA shall be effective from and including the effective date of such change in SONIA without notice to the Borrower. Notwithstanding the foregoing, in no event shall Daily Simple SONIA be less than 0.00% (and if such rate would otherwise be less than 0.00%, it shall be deemed to be 0.00%).

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day, a "SOFR Determination Date") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is an U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Debenture Agreement" means the Debenture Agreement by and among the English Guarantors and the Collateral Agent.

"Default" means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that has (a) failed to fund (i) any portion of its Term Loans within one Business Day of the date on which such funding is required hereunder or (ii) any portion of its Revolving Loans or participations in Letters of Credit or Swingline Loans within two Business Days of the date on which such funding is required hereunder, (b) notified the Borrower, the Administrative Agent, any Issuing Bank, any Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement or provided any written notification to any Person to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three Business Days after request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans or participations in then outstanding Letters of Credit and Swingline Loans, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute or subsequently cured, or (e)(i) become or is insolvent or has a parent company that has become or is insolvent, (ii) become the subject of a bankruptcy or insolvency proceeding or any action or proceeding of the type described in Section 7.01(h) or (i), or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or

liquidation of its business or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (iii) has become the subject of a Bail-In Action.

“Designated Non-Cash Consideration” means the Fair Market Value of non-cash consideration received by Holdings, any Intermediate Parent, the Borrower or a Subsidiary in connection with a Disposition pursuant to Section 6.05(k) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the Fair Market Value of the portion of the non-cash consideration converted to cash within ~~180~~90 days following the consummation of the applicable Disposition).

“Direction of the Required Lenders” means a written direction or instruction from Lenders constituting the Required Lenders which may be in the form of an email or other form of written communication and which may come from any Specified Lender Advisor. Any such email or other communication from a Specified Lender Advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Lenders and such Specified Lender Advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Lenders (and the Agents shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being “satisfactory,” “acceptable,” “reasonably satisfactory” or “reasonably acceptable” (or any expression of similar import) to the Required Lenders, such determination may be communicated by a Direction of the Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders, such consent, approval or determination may be communicated by a Direction of the Required Lenders as contemplated above. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any purported Direction of the Required Lenders, and the Agents shall not have any responsibility to independently determine whether such direction has in fact been authorized by the Required Lenders.

~~“Discount Prepayment Accepting Lender” has the meaning assigned to such term in Section 2.09(a)(ii)(B)(2).~~

~~“Discount Range” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(1).~~

~~“Discount Range Prepayment Amount” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(1).~~

~~“Discount Range Prepayment Notice” means a written notice of a Borrower Solicitation of Discount Range Prepayment Offers made pursuant to Section 2.09(a)(ii)(C) substantially in the form of Exhibit K.~~

~~“Discount Range Prepayment Offer” means the irrevocable written offer by a Lender, substantially in the form of Exhibit L, submitted in response to an invitation to submit offers following the Auction Agent’s receipt of a Discount Range Prepayment Notice.~~

~~“Discount Range Prepayment Response Date” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(1).~~

~~“Discount Range Proration” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(3).~~

~~“Discounted Loan Prepayment” has the meaning assigned to such term in Section 2.09(a)(ii)(A).~~

~~“Discounted Prepayment Determination Date” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(3).~~

~~“Discounted Prepayment Effective Date” means, in the case of a Borrower Offer of Specified Discount Prepayment or Borrower Solicitation of Discount Range Prepayment Offer, five Business Days following the receipt by each relevant Lender of notice from the Auction Agent in accordance with Section 2.09(a)(ii)(B), Section 2.09(a)(ii)(C) or Section 2.09(a)(ii)(D), as applicable, unless a shorter period is agreed to between the Borrower and the Auction Agent.~~

~~“Disposed EBITDA” means, with respect to any Sold Entity or Business or Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of the term “Consolidated EBITDA” (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries or to such Converted Unrestricted Subsidiary and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.~~

~~“Disposition” has the meaning assigned to such term in Section 6.05.~~

~~“Disposition Percentage” means, with respect to any prepayment required by Section 2.09(b) as a result of any transaction under clause (a) of the definition of “Prepayment Event”, if the First Lien Leverage Ratio for the applicable Test Period is (a) greater than 4.00 to 1.00, 100% of the Net Proceeds from such Prepayment Event, (b) less than or equal to 4.00 to 1.00 and greater than 3.50 to 1.00, 50% of the Net Proceeds from such Prepayment Event, and (c) less than or equal to 3.50 to 1.00, 0% of the Net Proceeds from such Prepayment Event.~~

~~“Disqualified Equity Interest” means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:~~

- ~~(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;~~
- ~~(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or~~
- ~~(c) is redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by such Person or any of its Affiliates, in whole or in part, at the option of the holder thereof;~~

~~in each case, on or prior to the date 91 days after the Latest Maturity Date; provided, however, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest~~

upon the occurrence of an “asset sale,” a “change of control” or similar event shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full of all the Loans and all other Loan Document Obligations that are accrued and payable and the termination of the Commitments and the termination of all outstanding Letters of Credit (other than Letters of Credit that have been cash collateralized on terms set forth in Section 2.24(j) or back-stopped following the termination of the Commitments in a manner reasonably satisfactory to the applicable Issuing Banks) and (ii) if an Equity Interest in any Person is issued pursuant to any plan for the benefit of employees of Holdings (or any direct or indirect parent thereof), any Intermediate Parent, the Borrower or any of the Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by Holdings (or any direct or indirect parent company thereof), the Borrower or any of the Subsidiaries in order to satisfy applicable statutory or regulatory obligations of such Person.

“Disqualified Lenders” means (a) those Persons identified by a Sponsor or Holdings to the Joint Bookrunners in writing prior to November 3, 2016 (or, if identified in writing after such date but prior to the date hereof, with the consent of Joint Bookrunners holding at least a majority of the financing commitments as of November 3, 2016), (b) those Persons who are competitors of the Borrower and its Subsidiaries identified by a Sponsor or Holdings to the Administrative Agent from time to time in writing (including by email) and (c) in the case of each Persons identified pursuant to clauses (a) and (b) above, any of their Affiliates that are either (i) identified in writing by Holdings or a Sponsor from time to time or (ii) clearly identifiable as Affiliates on the basis of such Affiliate’s name (other than, in the case of this clause (c), Affiliates that are bona fide debt funds); *provided*, that no designation of any Person as a Disqualified Lender shall retroactively disqualify any assignments or participations made to, or information provided to, such Person before it was designated as a Disqualified Lender, and such Person shall not be deemed to be a Disqualified Lender in respect of any assignments or participations made to such Person prior to the date of such designation.

“Dollar Amount” means, at any time:

- (a) with respect to any Loan denominated in Dollars (including, with respect to any Swingline Loan, any funded participation therein), the principal amount thereof then outstanding (or in which such participation is held);
- (b) with respect to any Loan denominated in an Alternative Currency, the principal amount thereof then outstanding in the relevant Alternative Currency, converted to Dollars in accordance with Section 1.06 and Section 2.25; and
- (c) with respect to any Letter of Credit or LC Exposure (or any risk participation therein), (i) if denominated in Dollars, the amount thereof and (ii) if denominated in an Alternative Currency, the amount thereof converted to Dollars in accordance with Section 1.06 and Section 2.25.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary that is not a Foreign Subsidiary.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary

of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

~~“ECF Percentage” means, with respect to the prepayment required by Section 2.09(c) with respect to any fiscal year of the Borrower, if the First Lien Leverage Ratio (prior to giving effect to the applicable prepayment pursuant to Section 2.09(c), but after giving effect to any voluntary prepayments made pursuant to Section 2.09(a) prior to the date of such prepayment) as of the end of such fiscal year is (a) greater than 4.00 to 1.00, 50% of Excess Cash Flow for such fiscal year, (b) less than or equal to 4.00 to 1.00 but greater than 3.50 to 1.00, 25% of Excess Cash Flow for such fiscal year and (c) less than or equal to 3.50 to 1.00, 0% of Excess Cash Flow for such fiscal year.~~

“ECF Percentage” means 50% of Excess Cash Flow for such fiscal year.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“Effective Yield” means, as to any Indebtedness as of any date of determination, (a) in the case of any fixed-rate Indebtedness, the stated rate of interest thereof and (b) in the case of any floating-rate indebtedness, the sum of (a) the higher of (i) the LIBO Rate on such date with a maturity of one month and (ii) the “LIBOR floor”, if any, with respect to such Indebtedness on such date, plus (b) the interest rate margin applicable to such Indebtedness as of such date (determined by reference to the LIBO Rate), plus, in each case, the amount of OID and upfront fees paid with respect to such Indebtedness (with OID or upfront fees being equated to interest based on an assumed four-year life to maturity and without any present-value discount).

“Eligible Assignee” means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, (i) a natural person, (ii) a Defaulting Lender, (iii) a Disqualified Lender to the extent a list of Disqualified Lenders has been made available to all Lenders or (iv) solely in the case of the Revolving Facility, the Borrower or any of its Affiliates.

“EMU Legislation” means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

“English Guarantors” means any Subsidiary that is incorporated under the laws of England and Wales.

“Environmental Laws” means applicable common law and all applicable treaties, rules, regulations, codes, ordinances, judgments, orders, decrees and other applicable Requirements of Law, and all applicable injunctions or binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, including with respect to the preservation or reclamation of natural resources or the Release or threatened Release of any Hazardous Material, or to the extent relating to exposure to Hazardous Materials, the protection of human health or safety.

“Environmental Liability” means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants’ fees, fines, penalties and indemnities), of Holdings, any Intermediate Parent, the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Financing” means the cash equity contributions by the Sponsor and other equity investors identified in writing to the Lead Arrangers prior to the date hereof, directly or indirectly, to Initial Holdings, the Net Proceeds of which are further contributed as common Equity Interests, directly or indirectly, to Borrower, in an aggregate amount equal to, when combined with the fair value of any Equity Interests issued by the Target rolled over or invested in connection with the Transactions, at least 35% of the sum of (a) the aggregate gross proceeds of the Initial Term Loans and the term loans borrowed under the Second Lien Facility on the Effective Date (in each case, excluding any gross proceeds used to finance additional original issue discount or upfront fees imposed in connection with “market flex” provisions of the Fee Letter, (b) the aggregate amount of Capital Lease Obligations of the Acquired Business outstanding as of the Effective Date and (c) the total equity capitalization of Holdings and its Subsidiaries on the Effective Date after giving effect to the Transactions; *provided* that the Sponsor shall own, directly or indirectly through one or more holding company parents of Holdings, beneficially and of record, Equity Interests in Holdings representing at least a majority of the aggregate ordinary voting power for the election of the Board of Directors of Holdings on the Effective Date after giving effect to the Transactions.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 or Section 430 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the filing pursuant to Section 412 of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by a Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan (including any liability under Section 4062(e) of ERISA) or Multiemployer Plan; or (h) the

receipt by a Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, “insolvent” within the meaning of Section 4245 of ERISA or in “endangered” or “critical status”, within the meaning of Section 432 of the Code or Section 305 of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“euro” means the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the EMU Legislation.

“Eurocurrency” when used in reference to any Loan or Borrowing, whether denominated in Dollars or an Alternative Currency (other than Sterling) refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” means, for any period, an amount equal to the excess of:

(a) sum, without duplication, of:

(i) Consolidated Net Income for such period,

(ii) an amount equal to the amount of all non-cash charges to the extent deducted in arriving at such Consolidated Net Income (*provided*, in each case, that if any non-cash charge represents an accrual or reserve for cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period),

(iii) decreases in Consolidated Working Capital, long-term receivables and long-term prepaid assets and increases in long-term deferred revenue for such period,

(iv) an amount equal to the aggregate net non-cash loss on dispositions by the Borrower and the Restricted Subsidiaries during such period (other than dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, and

(v) extraordinary, non-recurring or unusual gains;

over:

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income (including any amounts included in Consolidated Net Income pursuant to the next to last sentence of the definition of “Consolidated Net Income” to the extent such amounts are due but not received during such period) and cash charges included in clauses (a) through (p) of the definition of “Consolidated Net Income” (other than cash charges in respect of Transaction Costs paid on or about the Effective Date to the extent financed with the proceeds of Indebtedness incurred on the Effective Date or an equity investment on the Effective Date),

(ii) without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years, the amount of Capital Expenditures made in cash or accrued during such period, to the extent that such Capital Expenditures were financed with internally generated cash flow of the Borrower or the Restricted Subsidiaries,

(iii) (x) the aggregate amount of all principal payments of Indebtedness, including (A) the principal component of payments in respect of Capitalized Leases and (B) the amount of any mandatory prepayment of Loans to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase but excluding (x) all other prepayments of Loans and (y) all prepayments of revolving loans and swingline loans made during such period (other than in respect of any revolving credit facility to the extent there is an equivalent permanent reduction in commitments thereunder), except to the extent financed with the proceeds of other third-party Indebtedness of the Borrower or the Restricted Subsidiaries and (y) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness,

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) increases in Consolidated Working Capital and long-term receivables, long-term prepaid assets and decreases in long-term deferred revenue for such period,

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Restricted Subsidiaries other than Indebtedness to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income, except to the extent financed with the proceeds of long-term third-party Indebtedness of the Borrower or the Restricted Subsidiaries,

(vii) without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years, the amount of Investments (other than Investments in Permitted Investments) and acquisitions not prohibited by this Agreement, except to the extent that such Investments and acquisitions were financed with the proceeds of long-term third-party Indebtedness of the Borrower or the Restricted Subsidiaries,

(viii) the amount of dividends and distributions paid in cash during such period not prohibited by this Agreement, to the extent that such dividends and distributions were financed with internally generated cash flow of the Borrower or the Restricted Subsidiaries,

(ix) the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period or are not deducted in calculating Consolidated Net Income, to the extent that such expenditure was financed with internally generated cash flow of the Borrower or the Restricted Subsidiaries,

(x) without duplication of amounts deducted from Excess Cash Flow in prior periods, (1) the aggregate consideration required to be paid in cash by the Borrower or any of the Restricted Subsidiaries pursuant to binding contracts, commitments, letters of intent or purchase orders (the "Contract Consideration"), in each case, entered into prior to or during such period and (2) to the extent set forth in a certificate of a Financial Officer delivered to the

Administrative Agent at or before the time the Compliance Certificate for the period ending simultaneously with such Test Period is required to be delivered pursuant to Section 5.01(a) or 5.01(b), the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditures by the Borrower or any of the Restricted Subsidiaries (the “Planned Expenditures”), in the case of each of clauses (1) and (2), relating to Permitted Acquisitions, other Investments (other than Investments in Permitted Investments) or Capital Expenditures (including Capitalized Software Expenditures or other purchases of intellectual property) to be consummated or made during a subsequent Test Period (and in the case of Planned Expenditures, the subsequent Test Period); *provided*, that to the extent the aggregate amount of internally generated cash actually utilized to finance such Permitted Acquisitions, Investments or Capital Expenditures during such subsequent Test Period is less than the Contract Consideration and Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent Test Period,

(xi) the amount of taxes (including penalties and interest) paid in cash and/or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period, and

(xii) extraordinary, non-recurring or unusual losses.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time.

“Excluded Accounts” means deposit accounts or securities accounts (a) established (or otherwise maintained) by the Loan Parties that do not have cash balances for five (5) consecutive Business Days exceeding \$500,000 individually and \$1,000,000 in the aggregate for all deposit accounts and securities accounts excluded pursuant to this clause (a), (b) the funds in which consist of (i) funds held by the Borrower or any Subsidiary in trust for any director, officer or employee of the Borrower or any Subsidiary or any employee benefit plan maintained by the Borrower or any Subsidiary or (ii) funds representing deferred compensation for the directors and employees of the Borrower and the Subsidiaries, (c) used by the Loan Parties exclusively for disbursements and payments (including payroll) in the ordinary course of business, (d) that are zero balance accounts, (e) that are located outside of the United States (other than the United Kingdom and Canada) and (f) that are used exclusively for any Permitted Receivables Financing.

“Excluded Assets” means (a) [Intentionally Omitted], (b) any interest in real property (other than Material Real Property), (c) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction), (d) any asset if, to the extent that and for so long as the grant of a Lien thereon to secure the Secured Obligations is prohibited by any Requirements of Law (other than to the extent that any such prohibition would be rendered ineffective pursuant to any other applicable Requirements of Law) or would require consent or approval of any Governmental Authority (including any legally effective requirement to obtain the consent of any governmental authority), but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction, (e) margin stock, (f) to the extent prohibited by, or creating an enforceable right of termination in favor of any other party thereto under (other than any Loan Party) the terms of any applicable Organizational Documents, joint venture agreement or shareholders’ agreement, Equity Interests in any Person other than wholly-owned Restricted Subsidiaries in existence prior to the Amendment No. 8 Effective Date (so long as, in respect of any such contractual prohibition, such prohibition is not incurred in contemplation

of this Agreement), (g) assets to the extent a security interest in such assets would result in material adverse ~~tax~~Tax consequences to the Borrower, its Subsidiaries or their Affiliates as reasonably ~~determined~~agreed by the Borrower ~~in consultation with the~~and the Administrative Agent, (h) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent (if any) that, and solely during the period (if any) in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (i) any lease, license or other agreement or any property subject thereto (including pursuant to a purchase money security interest or similar arrangement) to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a breach, default or right of termination in favor of any other party thereto (other than any Loan Party) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law notwithstanding such prohibition, (j) ~~any of the voting Equity Interests in excess of 65% of the voting Equity Interests of (A) any Foreign Subsidiary or (B) any FSHCO~~[reserved], (k) receivables and related assets (or interests therein) (A) sold to any Receivables Subsidiary or (B) otherwise pledged, factored, transferred or sold in connection with any Permitted Receivables Financing, (l) commercial tort claims with a value of less than \$~~10,000,000~~1,000,000, individually, and letter-of-credit rights with a value of less than \$~~10,000,000~~1,000,000, individually (except to the extent a security interest therein can be perfected by a UCC filing), (m) Vehicles and other assets subject to certificates of title (except to the extent a security interest therein can be perfected by a UCC filing), (n) any aircraft, airframes, aircraft engines or helicopters, or any Equipment or other assets constituting a part thereof, ~~(o) any and all assets and personal property owned by any Subsidiary that is not a Loan Party~~ (except to the extent a security interest therein can be perfected by a UCC filing), (o) Excluded Accounts (other than pursuant to clauses (a) and (e) of the definition thereof), (p) in relation to any non-U.S. Loan Party, any assets of, held by or relating to, such non-U.S. Loan Party, defined or described as "excluded assets" in any Security Document to the extent the Administrative Agent and the Borrower reasonably agree and ~~(p)~~ any other asset to the extent the Administrative Agent and the Borrower reasonably agree that the cost, burden, difficulty or other consequences (including any material adverse Tax consequences) of obtaining a security interest in such asset or perfection thereof is excessive in relation to the benefit to the Lenders of the security to be afforded thereby (the relevant assets shall be limited in a manner reasonably agreed by the Administrative Agent and the Borrower in order to reduce such cost, burden, difficulty or other consequences).

"Excluded Subsidiary" means (a) ~~any Subsidiary that is not a wholly-owned subsidiary of the Borrower~~[reserved], (b) each Subsidiary listed on Schedule 1.01(a), (c) ~~each Unrestricted Subsidiary~~[reserved], (d) ~~each Immaterial Subsidiary~~[reserved], (e) any Subsidiary that is prohibited by (i) applicable Requirements of Law or (ii) any contractual obligation existing on the Effective Date or on the date any such Subsidiary is acquired (so long in respect of any such contractual prohibition such prohibition is not incurred in contemplation of such acquisition), in each case from guaranteeing the Secured Obligations (but only for so long as such restriction is continuing) or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee, or for which the provision of a Guarantee would result in a material adverse ~~tax~~Tax consequence (including as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction) to the Borrower, its Subsidiaries or their Affiliates ~~(as reasonably determined by~~agreed by the Administrative Agent and the Borrower), (f) any Foreign Subsidiary (other than any Foreign Guarantors), (g) any FSHCO; (other than any Foreign Guarantors), (h) any direct or indirect Domestic Subsidiary of a ~~direct or indirect~~ Foreign Subsidiary or FSHCO; (other than any Foreign Guarantors), (i) any other Subsidiary excused from becoming a Loan Party pursuant to clause (f)(i) of the definition of the term "Collateral and Guarantee Requirement," (j) each Receivables Subsidiary, (k) any

not-for-profit Subsidiaries, captive insurance companies or other special purpose subsidiaries designated by the Borrower from time to time ~~and~~, (l) any Subsidiary established for the purpose of consummating a Permitted Acquisition or other acquisition permitted hereunder to the extent that such Subsidiary does not hold material assets during such period ~~and~~ (k) any other Subsidiary with respect to which, in the reasonable judgment of the Borrower and the Administrative Agent, the cost, burden, difficulty or other consequences (including any materially adverse Tax consequences) of providing a guarantee of the Secured Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom.

“Excluded Swap Obligation” means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to any applicable keep well, support, or other agreement for the benefit of such Guarantor and any and all Guarantees of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guarantee of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant Loan Parties and counterparty applicable to such Swap Obligations. If a Swap Obligation arises under a Master Agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) net income or profits (however denominated), branch profits Taxes, and franchise Taxes, in each case imposed by (i) a jurisdiction as a result of such recipient being organized or having its principal office located in or, in the case of any Lender, having its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) any jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising solely from such recipient having executed, delivered, or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or assigned an interest in, engaged in any other transaction pursuant to, or enforced, any Loan or Loan Document), (b) any withholding Tax that is attributable to a Lender’s failure to comply with Section 2.15(e), (c) any U.S. federal withholding Taxes imposed due to a Requirement of Law in effect at the time (i) a Lender becomes a party hereto (other than pursuant to an assignment request by the Borrower under Section 2.17) or (ii) a Lender designates a new lending office, except in each case to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts with respect to such withholding Tax under Section 2.15(a) and (d) any Tax imposed pursuant to FATCA.

“Facility” means each Revolving Facility, the facility comprised of the Initial Term Loans, each facility created in connection with an Incremental Facility Amendment comprised of Incremental Term Loans (if any), and each facility created in connection with a Refinancing Amendment comprised of Other Term Commitments and/or Other Loans (if any).

“Fair Market Value” means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of

determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset. ~~Except as otherwise expressly set forth herein, such value shall be determined in good faith by the Borrower.~~

"Fair Value" means the amount at which the assets (both tangible and intangible), in their entirety, of ~~the Borrower~~ Holdings and its Subsidiaries taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

"FATCA" means Sections 1471 through 1474 of the Code as in effect on the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation or official agreement implementing an official governmental agreement or intergovernmental agreement with respect to the foregoing.

"FCPA" has the meaning assigned to such term in Section 3.18(b).

"Federal Funds Effective Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Citibank on such day on such transactions as determined by the Administrative Agent.

"FEMA" means the U.S. Federal Emergency Management Agency.

"FILO Tranche" has the meaning assigned to such term in Section 2.18(e).

"Financial Covenant Cross Default" has the meaning specified in Section 7.01(d).

"Financial Covenant Event of Default" has the meaning specified in Section 7.01(d).

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"First Lien Priority Credit Agreement" means that certain First Lien Priority Credit Agreement, dated as of May 4, 2023, by and among Borrower, Holdings, the lending institutions from time to time parties thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (the "First Lien Priority Credit Agreement Agent").

"First Lien Intercreditor Agreement" means an Intercreditor Agreement, substantially in the form of Exhibit F, among the Collateral Agent and the Senior Representatives for one or more classes of obligations to be secured *pari passu* relative to the Liens on the Collateral securing the Secured Obligations, with such modifications thereto as the Administrative Agent and the Borrower shall reasonably agree.

“First Lien Priority Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, by and between the Administrative Agent and the First Lien Priority Credit Agreement Agent, and acknowledged by the Loan Parties, substantially in the form of Exhibit E.

“First Lien Leverage Ratio” means, on any date, the ratio of (a) Consolidated First Lien Debt as of such date to (b) Consolidated EBITDA for the Test Period as of such date.

“First Testing Period” means the period commencing three weeks prior to, and ending on, the Friday of the first calendar week ending after the Effective Date, which is May 5, 2023 (which shall include three weeks of Actual Cash Receipts or Actual Disbursement Amounts, as applicable, prior to the Effective Date plus one week of receipts or disbursements, as applicable, following the Effective Date).

“Forbearance Expiration Time” has the meaning set forth in Amendment No. 7.

“Foreign Guarantors” means (i) the English Guarantors and (ii) any Subsidiary that is organized under the laws of Canada (or any province thereof).

“Foreign Intellectual Property” means any right, title or interest in or to any copyrights, copyright licenses, patents, patent applications, patent licenses, trade secrets, trade secret licenses, trademarks, service marks, trademark and service mark applications, trade names, trade dress, trademark licenses, technology, know-how and processes or any other intellectual property governed by or arising or existing under, pursuant to or by virtue of the laws of any jurisdiction other than the United States of America or any state thereof.

“Foreign Pension Plan” shall mean any employee benefit plan sponsored, maintained or contributed to by any Loan Party or any of its Subsidiaries or Foreign Subsidiaries that, under Requirements of Law (other than the laws of the United States or any political subdivision thereof) is required to be funded through a trust or other funding vehicle, other than a trust or other funding vehicle maintained exclusively by a Governmental Authority.

“Foreign Plan Event” shall mean, (i) the receipt of notice of intent by a Governmental Authority to terminate or to appoint a trustee or similar official to administer a Foreign Pension Plan or alleging the insolvency of a Foreign Pension Plan, (ii) the incurrence of liability by any Loan Party or any of its Subsidiaries or Foreign Subsidiaries under applicable law on account of the complete or partial termination of a Foreign Pension Plan, (iii) the occurrence of any transaction with respect a Foreign Pension Plan that is prohibited under any applicable law or (iv) the imposition on any Loan Party or any of its Subsidiaries or Foreign Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any law applicable to a Foreign Pension Plan.

“Foreign Prepayment Event” has the meaning assigned to such term in Section 2.09(f). “Foreign Subsidiary” means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

“FSHCO” means any direct or indirect Domestic Subsidiary of Holdings (other than the Borrower) that has no material assets other than Equity Interests (or Equity Interests and Indebtedness) in one or more Foreign Subsidiaries (other than any Foreign Guarantors) or other FSHCOs.

“Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“Funded Debt” means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Borrower or the Restricted Subsidiaries, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

“GAAP” means generally accepted accounting principles in the United States of America, as in effect from time to time; *provided, however*, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB Accounting Standards Codification 825-Financial Instruments, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any Indebtedness of the Borrower or any subsidiary at “fair value,” as defined therein and (b) the amount of any Indebtedness under GAAP with respect to Capital Lease Obligations shall be determined in accordance with the definition of “Capital Lease Obligations.”

“Governmental Approvals” means all authorizations, consents, approvals, permits, licenses and exemptions of, registrations and filings with, and reports to, Governmental Authorities.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Granting Lender” has the meaning assigned to such term in Section 9.04(e). “Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in

respect thereof as determined in good faith by a Financial Officer. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantee Agreement” means the First Lien Guarantee Agreement by and among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit C.

“Guarantee Termination” means the irrevocable release and termination of all guarantees by any Person that is included in the Acquired Business with respect to any credit facility, term loan, bond, debenture or other indebtedness for money borrowed of the Seller and its Subsidiaries (other than the Acquired Business) owing to a third person.

“Guarantors” means, collectively, (i) with respect to the Secured Obligations of the Borrower, each of Holdings, the Intermediate Parents and the Subsidiary Loan Parties and (ii) with respect to the Secured Obligations of any of Holdings, the Intermediate Parents and the Subsidiary Loan Parties, the Borrower.

“Hazardous Materials” means all explosive, radioactive, hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated as hazardous or toxic, or any other term of similar import, pursuant to any Environmental Law.

“Holdings” means (a) prior to any IPO, Initial Holdings and (b) on and after an IPO, (i) if the IPO Entity is Initial Holdings or any Person of which Initial Holdings is a subsidiary, Initial Holdings or (ii) if the IPO Entity is a subsidiary of Initial Holdings that is an Intermediate Parent, the IPO Entity.

“Identified Participating Lenders” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(3).

“Identified Qualifying Lenders” has the meaning specified in Section 2.09(a)(ii)(D)(3).

“IFRS” means international accounting standards as promulgated by the International Accounting Standards Board.

“Immaterial Subsidiary” means any Subsidiary that is not a Material Subsidiary. “Immediate Family Members” means with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Impacted Loans” has the meaning assigned to such term in Section 2.12(a)(ii).

“Incremental Cap” means, as of the Amendment No. 8 Effective Date, \$0. Notwithstanding anything to the contrary in this Agreement, no Indebtedness may be incurred in reliance on the Incremental Cap.

~~“Incremental Cap” means, as of any date of determination:~~

~~(a) the sum of (i) the greater of (A) \$250,000,000 and (B) an amount equal to 100% of Consolidated EBITDA on a Pro Forma Basis for the most recently completed four consecutive fiscal quarters~~

~~of the Borrower for which internal financial statements are available as of such date of determination, minus (ii) without duplication, the sum of the amount of all (x) Incremental Facilities, (y) Incremental Equivalent Debt and (z) "Incremental Facilities" (as defined in the Second Lien Credit Agreement), in each case, that were incurred at or prior to such date of determination in reliance on the foregoing clause (i); plus~~

- (b) ~~(i) the principal amount of all voluntary prepayments of the Loans (and, in the case of Revolving Loans, which prepayments are accompanied by permanent reductions of the Revolving Commitments) pursuant to Section 2.09(a) made prior to such date other than to the extent made with the proceeds of long term Indebtedness minus (ii) the amount of all "Incremental Facilities" (as defined in the Second Lien Credit Agreement) incurred in reliance on clause (b)(ii) of the definition of "Incremental Cap" in the Second Lien Credit Agreement; plus~~
- (c) ~~the maximum aggregate principal amount that can be incurred without causing the First Lien Leverage Ratio, after giving effect to the incurrence of any Incremental Loans, "Incremental Facilities" (as defined in the Second Lien Credit Agreement) or other Incremental Equivalent Debt (which shall assume that all such Indebtedness is Consolidated First Lien Debt) and the use of proceeds thereof, on a Pro Forma Basis (but without netting the proceeds thereof and without giving effect to any simultaneous incurrence of any Incremental Facility or Incremental Equivalent Debt made pursuant to the foregoing clause (a) or (b)), to exceed 4.50 to 1.00 for the most recent Test Period then ended.~~

"Incremental Equivalent Debt" means Indebtedness incurred pursuant to Section 6.01(a)(xxiii) or Section 6.01(a)(xxiv).

"Incremental Facility" means each and any Incremental Revolving Facility and Incremental Term Facility.

"Incremental Facility Amendment" has the meaning assigned to such term in Section 2.18(c)(ii).

"Incremental Revolving Commitment" means a commitment in respect of an Incremental Revolving Facility.

"Incremental Revolving Facility" has the meaning assigned to such term in Section 2.18(a), together with any Incremental Revolving Increase thereof, and the extensions of credit thereunder.

"Incremental Revolving Increase" has the meaning assigned to such term in Section 2.18(a).

"Incremental Term Commitment" means a commitment in respect of Incremental Term Loans.

"Incremental Term Facility" means each and any facility comprised of Incremental Term Commitments and related Incremental Term Loans created pursuant to an Incremental Facility Amendment, together with any refinancing thereof.

"Incremental Term Loan" has the meaning assigned to such term in Section 2.18(a).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred and unpaid purchase price of property or services (excluding trade accounts payable in the ordinary course of business and any earn-out obligation until such obligation becomes a liability on the balance

sheet of such Person in accordance with GAAP and if not paid within 60 days after being due and payable), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others (other than by endorsement of negotiable instruments for collection in the ordinary course of business), (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; *provided* that the term "Indebtedness" shall not include (i) deferred or prepaid revenue, (ii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller, (iii) any obligations attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, (iv) Indebtedness of any Parent Entity appearing on the balance sheet of the Borrower solely by reason of push down accounting under GAAP, (v) accrued expenses and royalties and (vi) asset retirement obligations and obligations in respect of reclamation and workers' compensation (including pensions and retiree medical care) that are not overdue by more than 60 days. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of Holdings, any Intermediate Parents, the Borrower and the Restricted Subsidiaries shall exclude intercompany liabilities arising from their cash management, tax, and accounting operations and intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Individual LC Sublimit" has the meaning assigned to such term in the definition of "LC Sublimit."

"Information" has the meaning assigned to such term in Section 9.12(a).

"Information Memorandum" means the Confidential Information Memorandum dated February 2017 relating to the Loan Parties and the Initial Term Facility.

"Initial Holdings" has the meaning assigned to such term in the preamble hereto.

"Initial Revolving Commitments" means the Revolving Commitments of the Revolving Lenders as of the Effective Date. The aggregate amount of the Initial Revolving Commitments on the Effective Date is \$150,000,000.

"Initial Revolving Facility" means the Initial Revolving Commitments and any Incremental Revolving Increase with respect thereto, and the extensions of credit made thereunder.

“Initial Term Commitment” means, with respect to each Term Lender, the commitment of such Term Lender to make an Initial Term Loan hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of the Initial Term Loan to be made by such Term Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Term Lender pursuant to an Assignment and Assumption. The initial amount of each Term Lender’s Initial Term Commitment is set forth on Schedule 2.01(b) or in the Assignment and Assumption pursuant to which such Term Lender shall have assumed its Initial Term Commitment, as the case may be. As of the Effective Date, the total Initial Term Commitment is \$815,000,000.

“Initial Term Facility” means the facility comprised of the Initial Term Commitments and the Initial Term Loans, together with any refinancing thereof.

“Initial Term Loans” means Loans made pursuant to Section 2.01(b).

“Initial Term Maturity Date” means the date that is seven (7) years after the Effective Date.

“Insignificant Subsidiary” means any subsidiary of the Target other than any such subsidiary that is a “significant subsidiary” of the Target within the meaning of Rule 405 of the Securities Act of 1933, as amended, in each case determined as of the date of the most recent financial statements of the Target delivered pursuant to Section 4.01(h).

“Intellectual Property” has the meaning assigned to such term in the Collateral Agreement.

“Intercompany Termination” means the termination of all intercompany loans between the Acquired Business (or any Person included therein), on the one hand, and the Seller or its Subsidiaries (other than the Acquired Business), on the other hand.

“Intercreditor Agreements” means the ~~Closing Date~~First Lien Priority Intercreditor Agreement, any First Lien Intercreditor Agreement or any other intercreditor agreement contemplated by this Agreement.

“Interest Coverage Ratio” means, as of any date, the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Expense, in each case for the Test Period as of such date.

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

“Interest Payment Date” means, subject to Section 2.10(c), (a) with respect to any ABR Loan, the last day of each calendar month of March, June, September and December, (b) with respect to any Eurocurrency Loan, Alternative Currency Term Benchmark Borrowing or Term SOFR Borrowing, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing or Term SOFR Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and (c) as to any SONIA Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such SONIA Loan; provided that, as to any such SONIA Loan, (i) if any such date would be a day other than a Business Day, such date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such date shall be the next preceding Business Day and (ii) the Interest Payment Date with respect to any Borrowing that occurs on the last Business Day of a calendar month (or on a day

for which there is no numerically corresponding day in the applicable calendar month) shall be the last Business Day of the succeeding applicable calendar month; provided, that for purposes of this clause (c), the date of a Borrowing of a SONIA Loan initially shall be the date on which such Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such Loan or Borrowing.

“Interest Period” means, (x) with respect to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter (or, if agreed to by each Lender participating therein, twelve months or such other period less than twelve months or such other period less than one month, in each case as the Borrower may elect) and (y) with respect to any Alternative Currency Term Benchmark Borrowing or a Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (or, if agreed to by each Lender participating therein, twelve months), *provided* that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (c) that in the event the Borrower elects an Interest Period of less than one month, the interest rate in respect of the applicable Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing or Term SOFR Borrowing shall be determined through the use of straight-line interpolation by reference to two such rates, one of which shall be determined as if the length of the period of such deposits were the period of time for which the rate for such deposits are available is the period next shorter than the length of such Interest Period and the other of which shall be determined as if the period of time for which the rate for such deposits are available is the period next longer than the length of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Financial Statements” means the unaudited consolidated balance sheet of the Acquired Business as at the end of, and the related unaudited consolidated statements of operations, comprehensive income (loss), cash flows and parent net investment of the Acquired Business for, the nine-month period ended September 30, 2016.

“Intermediate Parent” means any subsidiary of Holdings of which the Borrower is a subsidiary.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other Indebtedness or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of the Borrower and the Restricted Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment ~~and without duplication of amounts~~

~~increasing the Available Amount or the Available Equity Amount~~), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Financial Officer, (iii) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the Fair Market Value of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment ~~and without duplication of amounts increasing the Available Amount or the Available Equity Amount~~), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (A) the cost of all additions thereto and minus (B) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, and of any cash payments actually received by such investor representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (B) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto ~~and without duplication of amounts increasing the Available Amount or the Available Equity Amount~~), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. For purposes of Section 6.04, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; *provided* that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by a Financial Officer.

“Investor” means a holder of Equity Interests in Holdings (or any direct or indirect parent thereof) on the Effective Date.

“IPO” means the initial underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8) of common Equity Interests in the IPO Entity.

“IPO Entity” means, at any time at and after an IPO, Initial Holdings, a parent entity of Initial Holdings, or an Intermediate Parent, as the case may be, the Equity Interests in which were issued or otherwise sold pursuant to the IPO; *provided* that, immediately following the IPO, the Borrower is a wholly-owned subsidiary of such IPO Entity and such IPO Entity owns, directly or through its subsidiaries, substantially all the businesses and assets owned or conducted, directly or indirectly, by the Borrower immediately prior to the IPO.

“Issuing Bank” means each of Citibank, JPMorgan Chase Bank, N.A., Barclays Bank PLC, Credit Suisse AG, Jefferies Finance LLC, HSBC Bank USA, National Association, Citizens Bank, N.A. and any other Revolving Lender which after notice to the Administrative Agent agrees to become an Issuing Bank and, solely with respect to any Existing Letter of Credit (and any amendment, renewal or extension thereof in accordance with this Agreement), the Lender or Affiliate of a Lender that issued such Existing Letter of Credit; *provided* that (i) Barclays Bank PLC shall not be obligated to issue commercial letters of credit or bank guarantees, (ii) Credit Suisse AG shall not be obligated to issue commercial letters of credit or bank guarantees, (iii) Jefferies Finance LLC shall not be obligated to issue

commercial letters of credit, non-Dollar letters of credit or bank guarantees and (iv) HSBC Bank USA, National Association, shall not be obligated to issue bank guarantees. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Jefferies Finance LLC will cause Letters of Credit to be issued by unaffiliated financial institutions and such Letters of Credit shall be treated as issued by Jefferies Finance LLC for all purposes under the Loan Documents.

“Joint Bookrunners” means Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Jefferies Finance LLC, HSBC Securities (USA) Inc., Macquarie Capital (USA) Inc. and Citizens Bank, N.A.

“Junior Financing” means any Material Indebtedness (other than any permitted intercompany Indebtedness owing to Holdings, the Borrower or any Restricted Subsidiary) that is either (a) subordinated in right of payment to the Loan Document Obligations, ~~or~~ (b) secured on a junior basis to the Liens securing the Secured Obligations or (c) unsecured.

“Latest Maturity Date” means, at any date of determination, the latest maturity or expiration date applicable to any Revolving Loan, Term Loan or Term Commitment hereunder at such time, including the latest maturity or expiration date of the Initial Revolving Facility, Initial Term Loans, any Incremental Term Loan, Incremental Revolving Facility or Other Term Loan, in each case as extended in accordance with this Agreement from time to time.

“LC Collateral Account” has the meaning assigned to such term in Section 2.24(j).

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a drawing on a Letter of Credit.

“LC Exposure” means, at any time of determination, the sum (without duplication) of the Dollar Amount of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower or any other Loan Party at such time, minus (c) the amount then on deposit in the LC Collateral Account. The LC Exposure of any Revolving Lender at any time shall be its Pro Rata Share of the total LC Exposure at such time.

“LC Sublimit” means an amount equal to the lesser of (a) \$30,000,000 and (b) the Total Revolving Commitments under the Revolving Facility; *provided* that no Lead Arranger (or its affiliates) shall be required to issue letters of credit or bank guarantees in excess of its Pro Rata Share of the LC Sublimit (such amount with respect to any Issuing Bank, such Issuing Bank’s “Individual LC Sublimit”). The LC Sublimit is part of, and not in addition to, the Revolving Commitments.

“LCA Election” has the meaning assigned to such term in Section 1.08.

“LCA Test Date” has the meaning assigned to such term in Section 1.08.

“Lead Arrangers” means Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A., Barclays Bank PLC, Credit Suisse Securities (USA) LLC, Jefferies Finance LLC, HSBC Securities (USA) Inc., Macquarie Capital (USA) Inc. and Citizens Bank, N.A.

“Lenders” means (a) the Term Lenders, (b) the Revolving Lenders and (c) any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, an Incremental Facility

Amendment or a Refinancing Amendment, in each case other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender and the Issuing Banks.

“Letters of Credit” means any letter of credit or bank guarantee issued pursuant to this Agreement other than any such letter of credit or bank guarantee that shall have ceased to be a “Letter of Credit” outstanding hereunder pursuant to Section 9.05.

“Liabilities” means the recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of the Borrower and its Subsidiaries taken as a whole, as of the Effective Date after giving effect to the consummation of the Transactions, determined in accordance with GAAP consistently applied.

“LIBO Rate” means:

- (a) for any Interest Period with respect to a Eurocurrency Borrowing denominated in Dollars, the rate per annum equal to the London Interbank Offered Rate (“LIBOR”) or a comparable or successor rate, which rate is approved by the Administrative Agent, as published on the ICE Benchmark LIBOR01 screen page (or such other commercially available source providing quotations of LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and
- (b) [reserved]; or
- (c) for any interest calculation with respect to an ABR Borrowing on any date, the rate per annum equal to LIBOR, at approximately 11:00 a.m., London time determined two Business Days prior to such date for Dollar deposits with a term of one month commencing that day;

provided that to the extent a comparable or successor rate is approved by the Administrative Agent in connection herewith, the approved rate shall be applied to the applicable Interest Period in a manner consistent with market practice; *provided further*, that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied to the applicable Interest Period as otherwise reasonably determined by the Administrative Agent.

Notwithstanding the foregoing, (x) solely with respect to the Initial Term Loans, the LIBO Rate in respect of any applicable Interest Period will be deemed to be 1.00% per annum if the LIBO Rate for such Interest Period calculated pursuant to the foregoing provisions would otherwise be less than 1.00% per annum and (y) without limiting clause (x) in no event shall the LIBO Rate be less than 0.00% (and if such rate would otherwise be less than 0.00%, it shall be deemed to be 0.00%).

“LIBOR” has the meaning assigned to such term in the definition of “LIBO Rate.”

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Limited Condition Acquisition” shall mean any Acquisition Transaction the consummation of which is not conditioned on the availability of, or on obtaining, third party financing.

“Loan Document Obligations” means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided in this Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents, including obligations to pay LC Disbursements, fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to each of the Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including interest and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Loan Documents” means this Agreement, any Incremental Amendment, any Refinancing Amendment, any ~~Loan Modification Agreement~~, the Guarantee Agreement, the Collateral Agreement, the UK Security Agreements, the Intercreditor Agreements, the other Security Documents and, except for purposes of Section 9.02, any promissory notes delivered pursuant to Section 2.07(f).

~~“Loan Modification Agreement” means a Loan Modification Agreement, in form reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more Accepting Lenders, effecting one or more Permitted Amendments and such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.22.~~

~~“Loan Modification Offer” has the meaning specified in Section 2.22(a).~~

“Loan Parties” means Holdings, each Intermediate Parent, the Borrower and the Subsidiary Loan Parties.

“Loans” means the Term Loans, the Revolving Loans and/or the Swingline Loans, as the context may require.

“Management Investors” means the directors and officers and employees of Holdings, any Intermediate Parents, the Borrower and/or any of their respective subsidiaries who are (directly or indirectly through one or more investment vehicles) Investors.

“Master Agreement” has the meaning assigned to such term in the definition of “Swap Agreement.”

“Material Adverse Effect” means any event, circumstance or condition that has had, or could reasonably be expected to have, a material and adverse effect on (a) the business or financial condition of the Borrower and the Restricted Subsidiaries, taken as a whole, (b) the ability of the Borrower and the Guarantors, taken as a whole, to perform their payment obligations under the Loan Documents or (c) the rights and remedies of the Administrative Agent and the Lenders under the Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loan Document Obligations), or obligations in respect of one or more Swap Agreements, of any one or more of Holdings, any Intermediate Parents, the Borrower and the Restricted Subsidiaries in an aggregate principal amount exceeding \$25,000,000; ~~provided that in no event shall any Permitted Receivables Financing be considered Material Indebtedness for any purpose~~ 10,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Holdings, the Borrower or such Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Material Intellectual Property” means any patents, trademarks, copyrights, and all other intellectual property that, individually or in the aggregate, are material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Intellectual Property Provision” means, notwithstanding anything else in this Agreement or the other Loan Documents to the contrary (a) no Investment or Disposition of Material Intellectual Property may be made from Holdings, the Borrower or any Loan Party, in each case, to any Subsidiary that is not a Loan Party and (b) no Subsidiary that is not a Loan Party may hold any Material Intellectual Property at any time, including property that was Material Intellectual Property at the time of acquisition by such Subsidiary or becomes Material Intellectual Property thereafter.

“Material Real Property” means any fee-owned real property with a book value greater than ~~\$10,000,000~~ 2,000,000 as determined on the Effective Date (for existing fee-owned real property) or, with respect to after-acquired fee-owned real property, on the date of acquisition thereof or of the Person that owns such fee-owned real property.

“Material Subsidiary” means (a) each wholly-owned Restricted Subsidiary that, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of ~~2.5~~ 1.0% of the consolidated revenues or total assets, as applicable, of the Borrower for such quarter or that is designated by the Borrower as a Material Subsidiary and (b) any group comprising wholly-owned Restricted Subsidiaries that each would not have been a Material Subsidiary under clause (a) but that, taken together, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of ~~10.02~~ 5% of the consolidated revenues or total assets, as applicable, of the Borrower for such quarter; provided that solely for purposes of Sections 7.01(h) and 7.01(i) each such Restricted Subsidiary forming part of such group is subject to an Event of Default under one or more of such Sections.

“Maturity Date” means (a) with respect to the Initial Revolving Commitments, Incremental Revolving Increases and related Revolving Loans hereunder, the date that is five years after the Effective Date, (b) with respect to the Initial Term Loans, the date that is seven years after the Effective Date, (c) with respect to any Incremental Revolving Commitments and related Revolving Loans or with respect to any Incremental Term Loans, the final maturity date as specified in the applicable Incremental Amendment and (d) with respect to the Amendment No. 6 Extended Revolving Commitments, April 2, 2024 (the “Amendment No. 6 Maturity Date”) and (z) any other ~~Other~~ Commitments or Other Loans, the final maturity date as specified in the applicable Refinancing Amendment; *provided*, in each case, that if such day is not a Business Day, the applicable Maturity Date shall be the Business Day immediately preceding such day.

“Maximum Rate” has the meaning assigned to such term in Section 9.18.

“Milestones” has the meaning set forth in Annex II attached hereto.

“Minimum Liquidity Covenant” has the meaning specified in Section 6.11.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgage” means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Secured Obligations, *provided, however*, in the event any Mortgaged Property is located in a jurisdiction which imposes mortgage recording taxes or similar fees, the applicable Mortgage shall not secure an amount in excess of 100% of the Fair Market Value of such Mortgaged Property. Each Mortgage shall be substantially in the form of Exhibit Q with such modifications as may be required by, or customary to account for, local law matters.

“Mortgaged Property” means Material Real Property with respect to which a Mortgage is granted pursuant to Section 4.01(f) (if any), 5.11, 5.12 or 5.14.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any ERISA Affiliate is then making contributions, or accruing an obligation to make contributions, or has within the last six plan years made contributions, including, for these purposes, any Person which ceased to be an ERISA Affiliate during such six year period.

“Net Proceeds” means, with respect to any event, (a) the proceeds received in respect of such event in cash or Permitted Investments, including (i) any cash or Permitted Investments received in respect of any non-cash proceeds, including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment or earn-out (but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds that are actually received, and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments that are actually received, minus (b) the sum of (i) all fees and out-of-pocket expenses paid by Holdings, the Borrower and the Restricted Subsidiaries in connection with such event (including attorney’s fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, underwriting discounts and commissions, other customary expenses and brokerage, consultant, accountant and other customary fees), (ii) in the case of a Disposition of an asset (including pursuant to a Sale Leaseback or Casualty Event or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by Holdings, the Borrower and the Restricted Subsidiaries as a result of such event to repay Indebtedness (other than the Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of net cash proceeds thereof (calculated without regard to this clause (y)) attributable to minority interests and not available for distribution to or for the account of Holdings, any Intermediate Parents, the Borrower and the Restricted Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by Holdings, the Borrower or the Restricted Subsidiaries and (iii) the amount of all Taxes paid (or reasonably estimated to be payable), and the amount of any reserves established by Holdings, the Borrower and the Restricted Subsidiaries to fund contingent liabilities reasonably estimated to be payable, that are directly attributable to such event, *provided* that any reduction at any time in the amount of any such reserves (other than as a result of payments made in respect thereof) shall be deemed to constitute the receipt by the Borrower at such time of Net Proceeds in the amount of such reduction.

~~“Non-Accepting Lender” has the meaning assigned to such term in Section 2.22(e).~~

“Non-Cash Compensation Expense” means any non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements.

“Non-Consenting Lender” has the meaning assigned to such term in Section 9.02(c).

~~“Not Otherwise Applied” means, with reference to the Available Amount, the Starter Basket or the Available Equity Amount, as applicable, that was not previously applied pursuant to Section 6.01(a)(xxvi), 6.04(n), 6.08(a)(viii) or 6.08(b)(iv).~~

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if both such rates are not so published for any day that is a Business Day, the term “NYFRB Rate” means the rate quoted for such day for a federal funds transaction at 11:00 a.m. on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it.

“OFAC” has the meaning assigned to such term in Section 3.18(d).

“Offered Amount” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(1).

“Offered Discount” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(1).

“OID” has the meaning assigned to such term in Section 2.18(b).

“Organizational Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Commitments” means each and any Other Revolving Commitments and Other Term Commitments.

“Other Loans” means each and any Other Revolving Loans and Other Term Loans.

“Other Revolving Commitments” means one or more Classes of revolving loan commitments hereunder that result from a Refinancing Amendment.

“Other Revolving Facility” means each and any facility comprised of Other Revolving Commitments and Other Revolving Loans created pursuant to a Refinancing Amendment, together with any Incremental Revolving Increase and/or refinancing thereof, and the extensions of credit thereunder.

“Other Revolving Loans” means one or more Classes of Revolving Loans under an Other Revolving Facility, together with any refinancing thereof.

“Other Taxes” means all present or future recording, stamp, court or documentary, intangible, filing or similar Taxes arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document, except any such Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.17(b)).

“Other Term Commitments” means one or more Classes of term loan commitments hereunder that result from a Refinancing Amendment.

“Other Term Facility” means each and any facility comprised of Other Term Commitments and Other Term Loans created pursuant to a Refinancing Amendment, together with any refinancing thereof.

“Other Term Loans” means one or more Classes of Term Loans under an Other Term Facility that result from a Refinancing Amendment, together with any refinancing thereof.

“Overnight Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the Federal Funds Effective Rate and (b) with respect to any amount denominated in an Alternative Currency, the rate of interest per annum at which overnight deposits in the applicable Alternative Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of the Administrative Agent in the London or other applicable offshore interbank market for such Alternative Currency to major banks in such interbank market.

“Parent Entity” means any Person that is a direct or indirect parent of the Borrower.

“Participant” has the meaning assigned to such term in Section 9.04(c)(i).

“Participant Register” has the meaning assigned to such term in Section 9.04(c)(iii).

“Participating Lender” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(2).

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Acquisition” means an Acquisition Transaction; *provided* that (a) in the case of any purchase or other acquisition of Equity Interests in a Person, (i) such Person, upon the consummation of such purchase or acquisition, will be a Subsidiary Loan Party (including as a result of a merger or consolidation between any Subsidiary and such Person), or (ii) such Person is merged into or consolidated with a Subsidiary Loan Party and such Subsidiary Loan Party is the surviving entity of such merger or consolidation, (b) the business of such Person, or such assets, as the case may be, constitute a business permitted by Section 5.16, (c) with respect to each such purchase or other acquisition, all actions required to be taken with respect to any such newly created or acquired Subsidiary (including each subsidiary thereof) or assets in order to satisfy the requirements set forth in clauses (a), (b), (c) and (d) of the definition of the term “Collateral and Guarantee Requirement” to the extent applicable shall have been taken, ~~(or arrangements for the taking of such actions after d) and in the case of any purchase or other acquisition of assets of a Person, upon the consummation of the Permitted Acquisition shall have been made that are reasonably satisfactory to the Administrative Agent) (unless such newly created or acquired Subsidiary is designated as an Unrestricted Subsidiary pursuant to Section 5.15 or is otherwise an Excluded Subsidiary) and (such purchase or acquisition, the assets will be owned by a Subsidiary~~

Loan Party, (c) after giving effect to any such purchase or other acquisition, no Event of Default ~~under clause (a), (b), (h) or (i) of Section 7.01~~ shall have occurred and be continuing.

~~“Permitted Amendment” means an amendment to this Agreement and, if applicable the other Loan Documents, effected in connection with a Loan Modification Offer pursuant to Section 2.22, providing for an extension of a maturity date applicable to the Loans and/or Commitments of the Accepting Lenders and, in connection therewith, (a) a change in the Applicable Rate with respect to the Loans and/or Commitments of the Accepting Lenders and/or (b) a change in the fees payable to, or the inclusion of new fees to be payable to, the Accepting Lenders and/or (c) additional covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of such Loan Modification Offer (it being understood that to the extent that any financial maintenance covenant is added for the benefit of any such Loans and/or Commitments, no consent shall be required by the Administrative Agent or any of the Lenders if such financial maintenance covenant is either (i) also added for the benefit of any corresponding Loans remaining outstanding after the issuance or incurrence of such Loans and/or Commitments or (ii) only applicable after the Latest Maturity Date at the time of such Loan Modification Offer); provided that (A) the borrowing and repayment (other than in connection with a permanent repayment and termination of Revolving Commitments) of the Revolving Loans made pursuant to the amended Revolving Commitments shall be made on a pro rata basis with any borrowings and repayments of any Revolving Loans and Revolving Commitments of the Class that is being amended and that remain outstanding after such amendment and (B) assignments and participations of the amended Revolving Commitments shall be governed by the assignment and participation provisions set forth in Section 9.04.~~

“Permitted Cure Security” means any Equity Interest of Holdings other than any Disqualified Equity Interests; *provided* that any such Equity Interests issued for purposes of exercising a Cure Right pursuant to Section 7.03 that are not common Equity Interests shall be on terms and conditions reasonably acceptable to the Administrative Agent.

“Permitted Encumbrances” means:

- (a) Liens for taxes or other governmental charges that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (b) Liens imposed by law, such as carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or construction contractors’ Liens and other similar Liens arising in the ordinary course of business that secure amounts not overdue for a period of more than 30 days or, if more than 30 days overdue, are unfiled and no other action has been taken to enforce such Liens or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (c) Liens incurred or deposits made in the ordinary course of business (i) in connection with workers’ compensation, unemployment insurance and other social security legislation and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary or otherwise supporting the payment of items set forth in the foregoing clause (i);

- (d) Liens incurred or deposits made to secure the performance of bids, trade contracts, governmental contracts and leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds, bankers' acceptance facilities and other obligations of a like nature (including those to secure health, safety and environmental obligations) and obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, incurred in the ordinary course of business or consistent with past practices;
- (e) easements, rights-of-way, restrictions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property that, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of Holdings, the Borrower and the Restricted Subsidiaries, taken as a whole;
- (f) Liens securing, or otherwise arising from, judgments not constituting an Event of Default under Section 7.01(j);
- (g) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Borrower or any of its Subsidiaries or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments, *provided* that such Lien secures only the obligations of the Borrower or such subsidiaries in respect of such letter of credit to the extent such obligations are permitted by Section 6.01;
- (h) rights of set-off, banker's lien, netting agreements and other Liens arising by operation of law or by of the terms of documents of banks or other financial institutions in relation to the maintenance of administration of deposit accounts, securities accounts, cash management arrangements or in connection with the issuance of letters of credit, bank guarantees or other similar instruments; and
- (i) Liens arising from precautionary Uniform Commercial Code financing statements or any similar filings made in respect of operating leases entered into by the Borrower or any of its subsidiaries.

"Permitted First Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower in the form of one or more series of senior secured notes; *provided* that (i) such Indebtedness is secured by the Collateral on an equal priority basis (but without control of remedies) with the Loan Document Obligations and is not secured by any property or assets of the Borrower or any Subsidiary

other than the Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Loans (including portions of Classes of Loans or Other Loans), and (iii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the Closing Date Intercreditor Agreement and any First Lien Intercreditor Agreement. Permitted First Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Holder" means (a) the Sponsor; (b) Longview Asset Management LLC, (c) the Management Investors and their Immediate Family Members; and (d) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act as in effect on the date hereof) of which the Persons described in clauses (a), (b) and/or (c) are members; *provided* that the Persons described in clauses (a), (b) and/or (c) beneficially own a majority of the Equity Interests beneficially owned by such group.

"Permitted Holdings Debt" has the meaning assigned to such term in Section 6.01(a)(xviii).

“Permitted Investments” means any of the following, to the extent owned by the Borrower or any Restricted Subsidiary:

- (a) Dollars, euro, Sterling, Canadian Dollars, Singapore dollars, yuan or such other currencies held by it from time to time in the ordinary course of business;
- (b) readily marketable obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of (i) the United States or (ii) any member nation of the European Union rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody’s, having average maturities of not more than 24 months from the date of acquisition thereof; *provided* that the full faith and credit of the United States or such member nation of the European Union is pledged in support thereof;
- (c) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) is a Lender or (ii) has combined capital and surplus of at least (x) \$250,000,000 in the case of U.S. banks and (y) \$100,000,000 (or the dollar equivalent as of the date of determination) in the case of non-U.S. banks (any such bank meeting the requirements of clause or (ii) above being an “Approved Bank”), in each case with average maturities of not more than 12 months from the date of acquisition thereof;
- (d) commercial paper and variable or fixed rate notes issued by an Approved Bank (or by the parent company thereof) or any variable or fixed rate note issued by, or guaranteed by, a corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody’s, in each case with average maturities of not more than 24 months from the date of acquisition thereof;
- (e) repurchase agreements entered into by any Person with an Approved Bank, a bank or trust company (including any of the Lenders) or recognized securities dealer, in each case, having capital and surplus in excess of (x) \$250,000,000 in the case of U.S. banks and (y) \$100,000,000 (or the dollar equivalent as of the date of determination) in the case of non-U.S. banks, in each case, for direct obligations issued by or fully guaranteed or insured by the government or any agency or instrumentality of (i) the United States or (ii) any member nation of the European Union rated A (or the equivalent thereof) or better by S&P and A2 (or the equivalent thereof) or better by Moody’s, in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a Fair Market Value of at least 100% of the amount of the repurchase obligations;
- (f) marketable short-term money market and similar highly liquid funds either (i) having assets in excess of (x) \$250,000,000 in the case of U.S. banks or other U.S. financial institutions and (y) \$100,000,000 (or the dollar equivalent as of the date of determination) in the case of non-U.S. banks or other non-U.S. financial institutions or (ii) having a rating of at least A-2 or P-2 from either S&P or Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized rating service);
- (g) securities with average maturities of 24 months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, or by any political subdivision or taxing authority of any such state, commonwealth or territory having an investment grade rating from either S&P or Moody’s (or the equivalent thereof);

- (h) investments with average maturities of 12 months or less from the date of acquisition in mutual funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's;
- (i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in euro or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction;
- (j) investments, classified in accordance with GAAP as current assets, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions having capital of at least \$250,000,000, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (i) of this definition;
- (k) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business, *provided* such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business, *provided* such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank; and
- (l) investment funds investing at least 90% of their assets in securities of the types described in clauses (a) through (k) above.

"Permitted Receivables Financing" means, collectively, ~~any~~the receivables securitizations or other receivables ~~financings~~financing (including any factoring program) in effect as of the Amendment No. 8 Effective Date pursuant to that certain Receivables Purchase Agreement, dated as of August 31, 2022, by and among, inter alia, Cyxtera Receivables Holdings, LLC, a Delaware limited liability company, PNC Bank, National Association as administrative agent, Cyxtera Communications, LLC, a Missouri limited liability company, in its individual capacity and as initial servicer, PNC Capital Markets LLC, a Pennsylvania limited liability company, as structuring agent (without giving effect to any amendments or modifications thereto entered on or after the Amendment No. 8 Effective Date, other than those approved by a Direction of the Required Lenders), in an aggregate amount not to exceed ~~the greater of \$37,500,000 and 15% of EBITDA for the last Test Period (measured at each time any such financing is entered into)~~ that are non-recourse to Holdings and the Restricted Subsidiaries (except for (i) any customary limited recourse or recourse limited Subsidiaries that are not Loan Parties, (y) any performance undertaking or Guarantee and (z) an unsecured parent Guarantee (a "Receivables Guarantee") by Holdings, Intermediate Holdings or a Restricted Subsidiary that is a parent company of a Restricted Subsidiary of obligations of Restricted Subsidiaries, and, in each case, reasonable extensions thereof); *provided* that with respect to Permitted Receivables Financings incurred in the form of a factoring program, the outstanding amount of such Permitted Receivables Financing for the purposes of

this definition shall be deemed to be equal to the Permitted Receivables Net Investment for the last Test Period.

“Permitted Receivables Net Investment” means the aggregate cash amount paid by the purchasers under any Permitted Receivables Financing in the form of a factoring program in connection with their purchase of accounts receivable and customary related assets or interests therein, as the same may be reduced from time to time by collections with respect to such accounts receivable and related assets or otherwise in accordance with the terms of such Permitted Receivables Financing (but excluding any such collections used to make payments of commissions, discounts, yield and other fees and charges incurred in connection with any Permitted Receivables Financing in the form of a factoring program which are payable to any Person other than the Borrower or a Restricted Subsidiary).

“Permitted Refinancing” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; *provided* that (a) (i) with respect to any such Indebtedness constituting Capital Lease Obligations, the assets subject to such Capitalized Lease shall be substantially the same as the Indebtedness so modified, refinanced, refunded, renewed or extended and (ii) with respect to all Indebtedness other than such constituting Capital Lease Obligations, the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing revolving commitments unutilized thereunder to the extent that the portion of any existing and unutilized revolving commitment being refinanced was permitted to be drawn under Sections 6.01 and 6.02 of this Agreement immediately prior to such refinancing (other than by reference to a Permitted Refinancing) and such drawing shall be deemed to have been made, (b) other than with respect to a Permitted Refinancing in respect of Capital Lease Obligations, Indebtedness resulting from such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Loan Document Obligations, Indebtedness resulting from such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (d) immediately after giving effect thereto, no Event of Default shall have occurred and be continuing, and (e) if the Indebtedness being modified, refinanced, refunded, renewed or extended is permitted pursuant to Section 6.01(a)(ii), 6.01(a)(xxi), or 6.01(a)(xxii); ~~6.01(a)(xxiii) or 6.01(a)(xxiv)~~, (i) the terms and conditions (excluding as to subordination, interest rate (including whether such interest is payable in cash or in kind), rate floors, fees, discounts and premiums) of Indebtedness resulting from such modification, refinancing, refunding, renewal or extension (including as to collateral (including in respect of the priority of the Liens on such collateral)) are, taken as a whole, are not materially more favorable to the investors providing such Indebtedness than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended (except for covenants or other provisions applicable to periods after the Latest Maturity Date at the time such Indebtedness is incurred) (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any such Permitted Refinancing, the terms shall not be considered materially more favorable if such financial maintenance covenant is either (A) also added for the benefit of any corresponding Loans remaining outstanding after the issuance or incurrence of such Permitted Refinancing or (B) only applicable after the Latest Maturity Date at the time of such refinancing); *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to such modification, refinancing, refunding, renewal or extension, together with a

reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) and (ii) the primary obligor in respect of, and/or the Persons (if any) that Guarantee, the Indebtedness resulting from such modification, refinancing, refunding, renewal or extension are the primary obligor in respect of, and/or Persons (if any) that Guaranteed the Indebtedness being modified, refinanced, refunded, renewed or extended. For the avoidance of doubt, it is understood that a Permitted Refinancing may constitute a portion of an issuance of Indebtedness in excess of the amount of such Permitted Refinancing; *provided* that such excess amount is otherwise permitted to be incurred under Section 6.01. For the avoidance of doubt, it is understood and agreed that a Permitted Refinancing includes successive Permitted Refinancings of the same Indebtedness.

“Permitted Second Priority Refinancing Debt” means any secured Indebtedness incurred by the Borrower in the form of one or more series of junior lien secured notes or junior lien secured loans; provided that (i) such Indebtedness is secured by the Collateral on a junior basis with the Loan Document Obligations and is not secured by any property or assets of the Borrower or any Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Loans (including portions of Classes of Loans or Other Loans), and (iii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the Closing Date Intercreditor Agreement and, if applicable, a customary Intercreditor Agreement substantially consistent with the Closing Date Intercreditor Agreement pursuant to which, among things, the Liens securing such Indebtedness are subordinated to the Lien securing the Secured Obligations. Permitted Second Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

“Permitted Unsecured Refinancing Debt” means unsecured Indebtedness incurred by Borrower in the form of one or more series of senior unsecured notes or loans; *provided* that (i) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Loans (including portions of Classes of Loans or Other Loans), and (ii) such Indebtedness is not secured by any Lien on any property or assets of Holdings, any Intermediate Parents, the Borrower or any Restricted Subsidiary. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and (i) in respect of which a Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA or (ii) has at any time within the preceding six years been maintained, sponsored or contributed to by any Loan Party or any ERISA Affiliate.

“Planned Expenditures” has the meaning assigned to such term in the definition of “Excess Cash Flow.”

“Platform” has the meaning specified in Section 5.01.

“Post-Transaction Period” means, with respect to any Specified Transaction, the period beginning on the date on which such Specified Transaction is consummated and ending on the last day of

the eighth full consecutive fiscal quarter of the Borrower immediately following the date on which such Specified Transaction is consummated.

“Prepayment Event” means:

- (a) any sale, transfer or other Disposition of any property or asset of Holdings, any Intermediate Parent, the Borrower or any of the Restricted Subsidiaries pursuant to Section 6.05(j), Section 6.05(k), Section 6.05(m) and Section 6.05(n) ~~other than Dispositions resulting in aggregate Net Proceeds not exceeding \$10,000,000 in the case of any single transaction or series of related transactions~~; or
- (b) the incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness, other than Indebtedness permitted under Section 6.01 ~~(other than Permitted Unsecured Refinancing Debt, Permitted First Priority Refinancing Debt, Permitted Second Priority Refinancing Debt and Other Loans)~~ or permitted by the Required Lenders pursuant to Section 9.02 (or other requisite Lenders as specified in Section 9.02).

“Present Fair Saleable Value” means the amount that could be obtained by an independent willing seller from an independent willing buyer if the assets of ~~the Borrower~~ Holdings and its Subsidiaries taken as a whole are sold with reasonable promptness in an arm’s-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

“Pro Forma Adjustment” means, for any Test Period, any adjustment to Consolidated EBITDA made in accordance with clause (b) of the definition of that term.

“Pro Forma Basis,” “Pro Forma Compliance” and “Pro Forma Effect” means, with respect to compliance with any test, financial ratio or covenant hereunder required by the terms of this Agreement to be made on a Pro Forma Basis, that (a) to the extent applicable, the Pro Forma Adjustment shall have been made and (b) all Specified Transactions and the following transactions in connection therewith that have been made during the applicable period of measurement or subsequent to such period and prior to or simultaneously with the event for which the calculation is made shall be deemed to have occurred as of the first day of the applicable period of measurement in such test, financial ratio or covenant: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (A) in the case of a Disposition of all or substantially all Equity Interests in any subsidiary of Holdings or any division, product line, or facility used for operations of Holdings, any Intermediate Parents, the Borrower or any of the Restricted Subsidiaries, shall be excluded, and (B) in the case of a Permitted Acquisition or Investment described in the definition of “Specified Transaction,” shall be included, (ii) any retirement of Indebtedness, and (iii) any Indebtedness incurred or assumed by Holdings, the Borrower or any of the Restricted Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination; *provided* that, without limiting the application of the Pro Forma Adjustment pursuant to clause (a) above, the foregoing pro forma adjustments may be applied to any such test, financial ratio or covenant solely to the extent that such adjustments are consistent with the definition of “Consolidated EBITDA” (and subject to the limitations set forth in clause (b) thereof) and give effect to events (including cost savings, operating expense reductions and synergies) that are (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on Holdings, the Borrower and any of the Restricted Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of “Pro Forma Adjustment.”

“Pro Forma Disposal Adjustment” means, for any four-quarter period that includes all or a portion of a fiscal quarter included in any Post-Transaction Period with respect to any Sold Entity or Business, the pro forma increase or decrease in Consolidated EBITDA projected by the Borrower in good faith as a result of contractual arrangements between the Borrower or any Restricted Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the Post-Transaction Period and which represent an increase or decrease in Consolidated EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for the most recent four-quarter period prior to its disposal.

“Pro Forma Entity” means any Acquired Entity or Business or any Converted Restricted Subsidiary.

“Pro Forma Financial Statements” has the meaning assigned to such term in Section 3.04(c).

“Pro Rata Share” means, with respect to each Revolving Lender at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the Dollar Amount of the Revolving Commitments and, if applicable and without duplication, Revolving Loans, of such Revolving Lender under the applicable Revolving Facility at such time and the denominator of which is the Dollar Amount of the Aggregate Revolving Commitments and, if applicable and without duplication, Revolving Loans under such Revolving Facility at such time (if the applicable Revolving Commitments for such Revolving Facility have terminated or expired, the Pro Rata Share shall be determined based upon such Revolving Lender’s share of the aggregate Revolving Exposure under such Revolving Facility at that time).

“Proposed Change” has the meaning assigned to such term in Section 9.02(c).

“PSF” has the meaning assigned to such term in [Section 5.22](#).

“Public Lender” has the meaning specified in Section 5.01.

“Purchasing Borrower Party” means Holdings or any subsidiary of Holdings.

“Qualified Equity Interests” means Equity Interests in Holdings or any parent of Holdings other than Disqualified Equity Interests.

“Qualifying Lender” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(3).

“Receivables Guarantee” has the meaning assigned to such term in the definition of “Permitted Receivables Financing.”

“Receivables Subsidiary” means any Special Purpose Entity established in connection with a Permitted Receivables Financing.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting or (2) if such Benchmark is other than the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Refinanced Debt” has the meaning assigned to such term in the definition of “Credit Agreement Refinancing Indebtedness.”

“Refinancing Amendment” means an amendment to this Agreement executed by each of (a) the Borrower and Holdings, (b) the Administrative Agent and (c) each Additional Lender and Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.19.

“Register” has the meaning assigned to such term in Section 9.04(b)(iv).

“Registered Equivalent Notes” means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act of 1933, substantially identical notes (having substantially the same Guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the partners, directors, officers, employees, trustees, agents, controlling persons, advisors and other representatives of such Person and of each of such Person’s Affiliates and permitted successors and assigns.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) and including the environment within any building or other structure.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Removal Effective Date” has the meaning assigned to such term in Article VIII.

“Repricing Transaction” means (a) the incurrence by the Borrower or any Subsidiary of any Indebtedness in the form of term loans that are broadly syndicated to banks and other institutional investors (i) having an Effective Yield that is less than the Effective Yield for the Initial Term Loans, but excluding Indebtedness incurred in connection with an IPO, Change of Control or Transformative Acquisition, and (ii) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of Initial Term Loans or (b) any effective reduction in the Effective Yield for the Initial Term Loans (e.g., by way of amendment, waiver or otherwise), except for a reduction in connection with an IPO, Change of Control or Transformative Acquisition.

“Required Additional Debt Terms” means with respect to any Indebtedness, (a) such Indebtedness does not mature earlier than the Latest Maturity Date (except in the case of customary bridge loans which subject to customary conditions (including no payment or bankruptcy event of default), would either automatically be converted into or required to be exchanged for permanent refinancing which does not mature earlier than the Latest Maturity Date), (b) such Indebtedness does not have mandatory redemption features (other than customary asset sale, insurance and condemnation proceeds events, change of control offers or events of default or, if term loans, excess cash flow prepayments applicable to periods before the Latest Maturity Date) that could result in redemptions of such Indebtedness prior to the Latest Maturity Date, (c) other than with respect to Indebtedness incurred by a non-Loan Party, such Indebtedness is not guaranteed by any entity that is not a Loan Party, (d) other than with respect to Indebtedness incurred by a non-Loan Party, such Indebtedness that is secured (i) is not secured by any assets not securing the Secured Obligations, (ii) is subject to the relevant Intercreditor Agreement(s) and (iii) is subject to security agreements relating to such Indebtedness that are

substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (e) with respect to Indebtedness incurred by a non-Loan Party, (i) such Indebtedness is not guaranteed by a Loan Party and (ii) such Indebtedness is not secured by the Collateral and (f) the terms and conditions of such Indebtedness (excluding pricing, interest rate margins, rate floors, discounts, fees, premiums and prepayment or redemption provisions) are not materially more favorable (when taken as a whole) to the lenders or investors providing such Indebtedness than the terms and conditions of this Agreement (when taken as a whole) are to the Lenders (except for covenants or other provisions applicable only to periods after the Latest Maturity Date at such time) (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such financial maintenance covenant is either (i) also added for the benefit of any corresponding Loans remaining outstanding after the issuance or incurrence of any such Indebtedness in connection therewith or (ii) only applicable after the Latest Maturity Date at such time); *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

“Required Lenders” means, at any time, Lenders having Term Loans, Revolving Exposures and unused Commitments (other than Swingline Commitments) representing more than 50% of the aggregate Dollar Amount of Term Loans, Revolving Exposures and unused Commitments (other than Swingline Commitments) at such time; *provided* that (a) Loans held by the Borrower or any Affiliate thereof (~~other than Affiliated Debt Funds~~) shall be excluded for purposes of making a determination of Required Lenders and (b) whenever there are one or more Defaulting Lenders or Disqualified Lenders, the total Dollar Amount of outstanding Loans, Revolving Exposures and unused Commitments of each Defaulting Lender and each Disqualified Lender shall, in each case, be excluded for purposes of making a determination of Required Lenders.

“Required Revolving Lenders” means, at any time, Revolving Lenders have Revolving Exposures and unused Revolving Commitments (other than Swingline Commitments) representing more than 50% of the aggregate Dollar Amount of Revolving Exposures and unused Revolving Commitments (other than Swingline Commitments) at such time; *provided* that whenever there are one or more Defaulting Lenders or Disqualified Lenders, the total outstanding Dollar Amount of Revolving Exposures and unused Revolving Commitments of each Defaulting Lender and each Disqualified Lender shall, in each case, be excluded for purposes of making a determination of Required Revolving Lenders.

“Requirements of Law” means, with respect to any Person, any statutes, laws, treaties, rules, regulations, orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Resignation Effective Date” has the meaning assigned to such term in Article VIII.

“Responsible Officer” means the chief executive officer, president, vice president, chief financial officer, treasurer or assistant treasurer, or other similar officer, manager or a director of a Loan Party and with respect to certain limited liability companies or partnerships that do not have officers, any manager, sole member, managing member or general partner thereof, and as to any document delivered on the Effective Date or thereafter pursuant to paragraph (a) of the definition of the term “Collateral and

Guarantee Requirement,” any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Debt Payments” has the meaning set forth in Section 6.08(b).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary or any option, warrant or other right to acquire any such Equity Interests.

“Restricted Subsidiary” means any Subsidiary other than an Unrestricted Subsidiary.

“Retained Declined Proceeds” has the meaning assigned to such term in Section 2.09(d).

“Revolving Borrowing” means a request for Revolving Loans.

“Revolving Commitment” means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Revolving Lender’s Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 and (c) increased from time to time pursuant to Section 2.18. The initial amount of each Revolving Lender’s Revolving Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable.

“Revolving Exposure” means, with respect to any Revolving Lender at any time, the Dollar Amount of the sum of the outstanding principal amount of such Revolving Lender’s Revolving Loans and its LC Exposure and an amount equal to its Pro Rata Share of the aggregate principal amounts of Swingline Loans outstanding at such time.

“Revolving Facility” means each and any of the Initial Revolving Facility (together with any Incremental Revolving Increase thereto), any Incremental Revolving Facility, and any Other Revolving Facility, in each case together with the extensions of credit thereunder and any refinancing thereof.

“Revolving Lender” means, initially, the Persons listed on Schedule 2.01(a) and as of any date of determination from and after the Effective Date, a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure. Unless the context otherwise requires, the term “Revolving Lenders” under any particular Revolving Facility includes the Swingline Lender under such Revolving Facility.

“Revolving Loan” means the loans and advances made by the Revolving Lenders pursuant to this Agreement, including a Loan made pursuant to Section 2.01(a) and Swingline Loans.

“Rolling Four Week Testing Period” mean each cumulative period of four weeks ending on the Friday of each of the calendar weeks, respectively.

“RSA” means the Restructuring Support Agreement, dated as of May 4, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time), including, the exhibits, annexes and schedules thereto.

“RSA Termination Event” shall mean an event described in Section 12 of the RSA, which with the taking of applicable action thereunder would result in the termination of the RSA.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Sale Leaseback” means any transaction or series of related transactions pursuant to which the Borrower or any other Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed of.

“Sanctions” means economic sanctions administered or enforced by the United States Government (including without limitation, sanctions enforced by OFAC), the United Nations Security Council, the European Union or Her Majesty’s Treasury.

“SEC” means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

“Second Lien Credit Agreement” has the meaning assigned to such term in the definition of “Second Lien Facility.”

“Second Lien Facility” means the term loan facility pursuant to that certain Second Lien Credit Agreement (the “Second Lien Credit Agreement”), dated as of the date hereof, by and among Holdings, the Borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, the lenders party thereto and the other agents party thereto (it being understood and agreed that the Second Lien Facility shall include any additional commitments or loans thereunder after the date hereof that are permitted pursuant to this Agreement and the Closing Date Intercreditor Agreement).

“Secured Cash Management Obligations” means the due and punctual payment and performance of all obligations of Holdings, any Intermediate Parents, the Borrower and the Restricted Subsidiaries in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management services, corporate credit and purchasing cards and related programs or any automated clearing house transfers of funds (collectively, “Cash Management Services”) provided to Holdings, the Borrower or any Subsidiary (whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are (a) owed to the Administrative Agent or any of its Affiliates, (b) owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date or (c) owed to a Person that is an Agent, a Lender or an Affiliate of an Agent or Lender at the time such obligations are incurred.

“Secured Leverage Ratio” means, on any date, the ratio of (a) Consolidated Secured Debt as of such date to (b) Consolidated EBITDA for the Test Period as of such date.

“Secured Obligations” means (a) the Loan Document Obligations, (b) the Secured Cash Management Obligations and (c) the Secured Swap Obligations (excluding with respect to any Loan Party, Excluded Swap Obligations of such Loan Party).

“Secured Parties” means (a) each Lender, (b) the Administrative Agent and Collateral Agent, (c) each Joint Bookrunner, (d) each Issuing Bank, (e) the Swingline Lender, (f) each Person to whom any Secured Cash Management Obligations are owed, (g) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations and (h) the permitted successors and assigns of each of the foregoing.

“Secured Swap Obligations” means the due and punctual payment and performance of all obligations of Holdings, any Intermediate Parents, the Borrower, and the Restricted Subsidiaries under each Swap Agreement that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates, (b) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (c) is entered into after the Effective Date with any counterparty that is a Lender, an Agent or an Affiliate of a Lender or an Agent at the time such Swap Agreement is entered into.

“Security Documents” means the Collateral Agreement, the Mortgages and each other security agreement or pledge agreement executed and delivered pursuant to the Collateral and Guarantee Requirement, Section 4.01(f), 5.11, 5.12 or 5.14 to secure any of the Secured Obligations.

“Seller” means CenturyLink, Inc., a Louisiana corporation.

“Senior Representative” means, with respect to any series of Permitted First Priority Refinancing Debt, Permitted Second Priority Refinancing Debt or other applicable Indebtedness, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

“Settlement” has the meaning specified in Section 2.23(a)(ii).

“Settlement Date” has the meaning specified in Section 2.23(a)(ii).

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Sold Entity or Business” has the meaning given such term in the definition of “Consolidated EBITDA.”

~~“Solicited Discount Proration” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(3).~~

~~“Solicited Discounted Prepayment Amount” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(1).~~

~~“Solicited Discounted Prepayment Notice” means an irrevocable written notice of a Borrower Solicitation of Discounted Prepayment Offers made pursuant to Section 2.09(a)(ii)(D) substantially in the form of Exhibit M.~~

~~“Solicited Discounted Prepayment Offer” means the irrevocable written offer by each Lender, substantially in the form of Exhibit N, submitted following the Administrative Agent’s receipt of a Solicited Discounted Prepayment Notice.~~

~~“Solicited Discounted Prepayment Response Date” has the meaning assigned to such term in Section 2.09(a)(ii)(D)(1).~~

“Solvent” means (a) the Fair Value of the assets of Holdings and its Subsidiaries on a consolidated basis taken as a whole exceeds their Liabilities, (b) the Present Fair Saleable Value of the assets of Holdings and its Subsidiaries on a consolidated basis taken as a whole exceeds their Liabilities, (c) Holdings and its Subsidiaries on a consolidated basis taken as a whole after consummation of the Transactions is a going concern and has sufficient capital to reasonably ensure that it will continue to be a going concern for the period from the date hereof through the Latest Maturity Date taking into account the nature of, and the needs and anticipated needs for capital of, the particular business or businesses conducted or to be conducted by Holdings and its Subsidiaries on a consolidated basis as reflected in the projected financial statements and in light of the anticipated credit capacity and (d) for the period from the date hereof through the Latest Maturity Date, Holdings and its Subsidiaries on a consolidated basis taken as a whole will have sufficient assets and cash flow to pay their Liabilities as those liabilities mature or (in the case of contingent Liabilities) otherwise become payable, in light of business conducted or anticipated to be conducted by Holdings and its Subsidiaries as reflected in the projected financial statements and in light of the anticipated credit capacity.

“SONIA” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day.

“SONIA Administrator” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“SONIA Administrator’s Website” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“SONIA Borrowing” means, as to any Borrowing, the SONIA Loans comprising such Borrowing.

“SONIA Loan” means a Loan that bears interest at a rate based on Daily Simple SONIA.

“SONIA Rate Day” has the meaning specified in the definition of “Daily Simple SONIA”.

“Special Purpose Entity” means a direct or indirect subsidiary of Holdings, whose organizational documents contain restrictions on its purpose and activities and impose requirements intended to preserve its separateness from Holdings and/or one or more Subsidiaries of Holdings.

“Specified Acquisition Agreement Representations” means such of the representations made by, or with respect to, the Acquired Business in the Acquisition Agreement as are material to the interests of

the Lenders, but only to the extent that the Borrower (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms thereof) as a result of a breach of such representations in the Acquisition Agreement.

“Specified Lender Advisors” shall mean (x) Gibson, Dunn & Crutcher LLP, as legal counsel, and (y) Houlihan Lokey Capital, Inc., as financial advisor.

~~“Specified Discount” has the meaning assigned to such term in Section 2.09(a)(ii)(B)(1).~~

~~“Specified Discount Prepayment Amount” has the meaning assigned to such term in Section 2.09(a)(ii)(B)(1).~~

~~“Specified Discount Prepayment Notice” means an irrevocable written notice of a Borrower Offer of Specified Discount Prepayment made pursuant to Section 2.09(a)(ii)(B) substantially in the form of Exhibit I.~~

~~“Specified Discount Prepayment Response” means the irrevocable written response by each Lender, substantially in the form of Exhibit J, to a Specified Discount Prepayment Notice.~~

~~“Specified Discount Prepayment Response Date” has the meaning assigned to such term in Section 2.09(a)(ii)(B)(1).~~

~~“Specified Discount Proration” has the meaning assigned to such term in Section 2.09(a)(ii)(B)(3).~~

“Specified Representations” means the representations and warranties set forth in Section 3.01(a) and (b) (in each case, with respect to Holdings, the Borrower and the Guarantors), Section 3.02 (with respect to the entering into, borrowing under, guaranteeing under, and performance of the Loan Documents and the granting of Liens in the Collateral), Section 3.03(b)(i) (with respect to the entering into, borrowing under, guaranteeing under, and performance of the Loan Documents and the granting of Liens in the Collateral), Section 3.08, Section 3.14, Section 3.16, Section 3.18(a), Section 3.18(b), Section 3.18(c) (with respect to the Patriot Act only) and Section 3.19 (subject to the proviso to Section 4.01(f)). Notwithstanding the foregoing, in no event shall the Specified Representations (other than with respect to Section 3.14) include any representation or warranty with respect to any Insignificant Subsidiary of the Target.

“Specified Transaction” means, with respect to any period, any Investment, Disposition, incurrence or repayment of Indebtedness, Restricted Payment, subsidiary designation or other event that by the terms of the Loan Documents requires “Pro Forma Compliance” with a test or covenant hereunder or requires such test or covenant to be calculated on a “Pro Forma Basis.”

“Sponsor” means each of (a) BC Partners, Inc. and its Affiliates (including the funds, partnerships or other co-investment vehicles managed, advised or controlled thereby, and any investors in such funds (including committed investors in BC European Capital X, L.P.), partnerships or other co-investments vehicles as of the Effective Date, but other than, in each case, Holdings and its Subsidiaries or any portfolio company, and (b) Medina Capital Advisors, LLC and its Affiliates (including the funds, partnerships or other co-investment vehicles managed, advised or controlled thereby but other than, in each case, Holdings and its Subsidiaries or any portfolio company).

“Spot Rate” means on any day with respect to any currency other than Dollars, including any Alternative Currency, the rate at which such currency may be exchanged into Dollars (at the bid price), as set forth at approximately 11:00 a.m., London time, on such day as determined by OANDA Corporation (and available at <http://www.oanda.com/>) for such currency; in the event that such rate is not determined by OANDA Corporation, the Spot Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Spot Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., New York City time, on such date for the purchase of Dollars for delivery two Business Days later.

“SPV” has the meaning assigned to such term in Section 9.04(e).

~~“Starter Basket” has the meaning assigned to such term in the definition of “Available Amount.”~~

“Standby Letter of Credit” means any Letter of Credit other than a Commercial Letter of Credit.

“Statutory Reserve Rate” means, with respect to any currency, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset or similar percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the United States or of the jurisdiction of such currency or any jurisdiction in which Loans in such currency are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in such currency or by reference to which interest rates applicable to Loans in such currency are determined. Such reserve, liquid asset or similar percentages shall include those imposed pursuant to Regulation D of the Board of Governors, and if any Lender is required to comply with the requirements of The Bank of England and/or the Prudential Regulation Authority (or any authority that replaces any of the functions thereof) or the requirements of the European Central Bank. Eurocurrency Loans shall be deemed to be subject to such reserve, liquid asset or similar requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” and “£” means the lawful currency of the United Kingdom.

“Submitted Amount” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(1).

“Submitted Discount” has the meaning assigned to such term in Section 2.09(a)(ii)(C)(1).

“Subordinated Indebtedness” means any Junior Financing under clause (a) of the definition thereof.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned,

controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any subsidiary of the Borrower.

“Subsidiary Loan Party” means each Subsidiary that is a party to the Guarantee Agreement.

“Successor Borrower” has the meaning assigned to such term in Section 6.03(a)(iv).

“Successor Holdings” has the meaning assigned to such term in Section 6.03(a)(v).

“Swap” means any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Agreement” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swap Obligation” means, with respect to any Person, any obligation to pay or perform under any Swap.

“Swingline Borrowing” means a request for Swingline Loans.

“Swingline Exposure” means, with respect to any Revolving Lender, at any time, such Revolving Lender’s Pro Rata Share of the Swingline Loans outstanding at such time.

“Swingline Lender” means Citibank, in its capacity as lender of Swingline Loans hereunder, and its successors and assigns in such capacity.

“Swingline Loan” means a Swingline Loan made by the Swingline Lender to the Borrower under Section 2.23(a). Swingline Loans shall be available in Dollars.

“Swingline Sublimit” means an amount equal to the lesser of (a) \$25,000,000, and (b) the Total Revolving Commitments under the applicable Facility. The Swingline Sublimit is part of, and not in addition to, the Revolving Commitments.

“Syndication Agent” means JPMorgan Chase Bank, N.A.

“Target” means Savvis, Inc., a Delaware corporation.

“Target Subsidiaries” means the Subsidiaries of the Target, after giving effect to certain internal restructuring transactions to be conducted by Seller after the date of the Acquisition Agreement and prior to the Effective Date as contemplated by the Acquisition Agreement.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Commitment” means, with respect to each Term Lender, its Initial Term Commitment, Incremental Term Commitment and/or Other Term Commitment.

“Term Facility” means each or any of the Initial Term Facility, each Incremental Term Facility, and any Other Term Facility.

“Term Lenders” means initially the Persons listed on Schedule 2.01(b) and as of any date of determination from and after the Effective Date, any other Person that shall have become a party hereto pursuant to an Assignment and Assumption in respect of any Term Loans, an Incremental Facility Amendment in respect of any Term Loans or a Refinancing Amendment in respect of any Term Loans, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Term Loans” means the Initial Term Loans, any Incremental Term Loans and any Other Term Loans.

“Term Maturity Date” means (a) with respect to the Initial Term Loans, the Initial Term Loan Maturity Date, with respect to any Incremental Term Loans, the maturity date specified for such Incremental Term Loans in the applicable Incremental Facility Amendment and (c) with respect to any Other Term Loans, the maturity date specified for such Other Term Loans in the applicable Refinancing Amendment.

“Term SOFR” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term SOFR Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator; provided that if the Term SOFR Rate as so determined would be less than 0.00%, such rate shall be deemed to be equal to 0.00% for the purposes of this Agreement.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term SOFR Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term

SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Test Period” means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Borrower ending on or prior to such date for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or Section 5.01(b); *provided* that prior to the first date financial statements have been delivered pursuant to Section 5.01(a) or Section 5.01(b), the Test Period in effect shall be the period of four consecutive fiscal quarters of the Borrower ended September 30, 2016.

“Testing Condition” shall be satisfied on the last day of any fiscal quarter of Borrower if on such day the aggregate outstanding principal amount of Revolving Loans (excluding undrawn amounts under any Letters of Credit) and/or Swingline Loans exceeds (or exceeded) 35% of the then outstanding Revolving Commitments in effect on such date.

“Total Leverage Ratio” means, on any date, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated EBITDA for the Test Period as of such date.

“Total Revolving Commitments” means, with respect to any Revolving Facility, the aggregate outstanding amount of Revolving Commitments for such Revolving Facility of all Revolving Lenders under such Revolving Facility.

“Transactions” means, collectively, (a) the Equity Financing, (b) the Acquisition, (c) the availability of the Initial Revolving Commitments on the Effective Date, the funding of the Initial Term Loans on the Effective Date and the consummation of the other transactions contemplated by this Agreement, (d) the funding of the term loans under the Second Lien Facility on the Effective Date, (e) the consummation of any other transactions in connection with the foregoing (including in connection with the Acquisition Documents) and (f) the payment of the fees and expenses incurred in connection with any of the foregoing (including the Transaction Costs).

“Transaction Costs” means any fees, costs or expenses incurred or paid by the Sponsor, any Parent Entity, Initial Holdings, the Borrower or any Subsidiary in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

“Transformative Acquisition” means any acquisition by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such acquisition, would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower in good faith.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Alternate Base Rate or Daily Simple SONIA.

“UCC” or “Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; *provided, however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s security

interest in any item or portion of the Pledged Collateral (as defined in the Collateral Agreement) is governed by the Uniform Commercial Code as in effect in a U.S. jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

“UK Collateral Documents” means the (i) UK Security Agreements, (ii) security accession deeds governed by the laws of England and Wales and (iii) any Security Document governed by the laws of England and Wales.

“UK Security Agreements” means the English law governed all asset Debenture Agreement.

“UK Subsidiary” means any existing or future direct or indirect subsidiary of the Borrower that is incorporated under the laws of England and Wales.

“Unrestricted Subsidiary” means any Subsidiary (other than the Borrower) designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 5.15 subsequent to the Effective Date- and on or prior to the Amendment No. 8 Effective Date. Notwithstanding the foregoing, no Unrestricted Subsidiaries shall be permitted to be designated, created, formed or otherwise acquired on and after the Amendment No. 8 Effective Date.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time.

“U.S. Bank Cash” means cash of the Borrower and its Subsidiaries deposited in commercial banks located in the United States and Permitted Investments of the Borrower and its Subsidiaries, as currently reported in the Approved Budget and in a manner consistent with past practices (excluding amounts held for customers pursuant to the terms of the agreements with such customers and which are excluded from the Approved Budget and related reporting).

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Variance Testing Period” shall mean, as applicable, each of (a) the First Testing Period and (b) each Rolling Four Week Testing Period ending on the Friday of each calendar week ending thereafter, commencing with the Rolling Four Week Testing Period ending on May 12, 2023.

“Vehicles” means all railcars, cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“wholly-owned subsidiary” means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors’ qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more wholly-owned subsidiaries of such Person or by such Person and one or more wholly-owned subsidiaries of such Person.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withdrawal” has the meaning set forth in the First Lien Priority Credit Agreement.

“Withholding Agent” shall mean any Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a “Term Loan”) or by Type (e.g., a “Eurocurrency Loan”, a “Alternative Currency Term Benchmark Loan” or “Term SOFR Loan”) or by Class and Type (e.g., a “Eurocurrency Term Loan”, a “Alternative Currency Term Benchmark Term Loan” or a “Term SOFR Term Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Term Borrowing”, a “Alternative Currency Term Benchmark Borrowing” or a “Term SOFR Borrowing”) or by Type (e.g., a “Eurocurrency Borrowing”, a “Alternative Currency Term Benchmark Borrowing” or a “Term SOFR Borrowing”) or by Class and Type (e.g., a “Eurocurrency Term Borrowing”, a “Alternative Currency Term Benchmark Revolving Borrowing” or a “Term SOFR Revolving Borrowing”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (a) any definition of or reference to any agreement (including this Agreement and the other Loan Documents), instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04 Accounting Terms; GAAP.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP.

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test contained in this Agreement, the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio and the Interest Coverage Ratio shall be calculated on a Pro Forma Basis to give effect to all Specified Transactions that have been made during the applicable period of measurement or subsequent to such period and prior to or simultaneously with the event for which the calculation is made.

(c) Where reference is made to “the Borrower and the Restricted Subsidiaries on a consolidated basis” or similar language, such consolidation shall not include any Subsidiaries of the Borrower other than the Restricted Subsidiaries.

(d) In the event that the Borrower elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the “Accounting Changes”) in this Agreement, the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement (including the levels applicable herein to any computation of the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio and the Interest Coverage Ratio) so as to reflect equitably the Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be substantially the same after such change as if such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with GAAP (as determined in good faith by a Responsible Officer of the Borrower) (it being agreed that the reconciliation between GAAP and IFRS used in such determination shall be made available to Lenders) as if such change had not occurred.

SECTION 1.05 Effectuation of Transactions. All references herein to Holdings, the Borrower and their subsidiaries shall be deemed to be references to such Persons, and all the representations and warranties of Holdings, any Intermediate Parents, the Borrower and the other Loan Parties contained in this Agreement and the other Loan Documents shall be deemed made, in each case, after giving effect to the Acquisition and the other Transactions to occur on the Effective Date, unless the context otherwise requires.

SECTION 1.06 Currency Translation; Rates.

(a) For purposes of any determination under Article V, Article VI or Article VII or any determination under any other provision of this Agreement, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at the Spot Rate (rounded to the nearest currency unit, with 0.5 or more of a currency unit being rounded upward); *provided, however*, that for purposes of determining compliance with Article VI with respect to the amount of any Indebtedness, Investment, Disposition, Restricted Payment or Restricted Debt Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or Investment is incurred or Disposition, Restricted Payment or Restricted Debt Payment is made; *provided further*, that, for the avoidance of doubt, the foregoing provisions of this Section 1.06 shall otherwise

apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred or Disposition, Restricted Payment or Restricted Debt Payment made at any time under such Sections. For purposes of any determination of Consolidated Total Debt, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered financial statements pursuant to Section 5.01(a) or Section 5.01(b); *provided*, that the determination of any Dollar Amount shall be made in accordance with Section 2.25. Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower's consent (such consent not to be unreasonably withheld) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

(b) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "LIBO Rate" or with respect to any comparable or successor rate thereto, except as expressly provided herein.

SECTION 1.07 Letters of Credit. Unless otherwise specified herein, the Dollar Amount of a Letter of Credit at any time shall be deemed to be the amount of the stated Dollar Amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the amount of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.08 Limited Condition Acquisitions. In connection with any action being taken solely in connection with a Limited Condition Acquisition, for purposes of:

- (i) determining compliance with any provision of this Agreement which requires the calculation of the First Lien Leverage Ratio, Secured Leverage Ratio, Total Leverage Ratio or the Interest Coverage Ratio;
- (ii) determining compliance with representations, warranties, defaults or Events of Default (in each case, other than for purposes of Section 4.02 in connection with any Borrowing of Revolving Loans or Swingline Loans or the issuance of Letter of Credit); and
- (iii) testing availability under baskets set forth in this agreement (including baskets measured as a percentage of Consolidated EBITDA or Consolidated Total Assets);

in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Acquisition, an "LCA Election"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the "LCA Test Date") (*provided* that the Borrower shall be required to make an LCA Election on or prior to the date on which the definitive agreements for such Limited Condition Acquisition have been entered into), and if, after giving Pro Forma Effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date (after giving effect to any increases or decrease in Indebtedness of the Borrower and Restricted Subsidiaries since such date), the Borrower could have taken such action on the relevant LCA Test Date in compliance with such ratio, representation, warranty, default, Events of Default or basket, such ratio, representation, warranty, default, Event of Default or basket shall be deemed to have been complied with for the purposes of such

Limited Condition Acquisition. For the avoidance of doubt, if the Borrower has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated EBITDA or Consolidated Total Assets of the Borrower or the Person subject to such Limited Condition Acquisition, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratios, representations, warranties, defaults, Events of Default or basket availability with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Borrower, the prepayment, redemption, purchase, defeasance or other satisfaction of Indebtedness, or the designation of an Unrestricted Subsidiary on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratios, representations, warranties, defaults, Events of Default or baskets shall be calculated on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

ARTICLE II THE CREDITS

SECTION 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each Revolving Lender agrees, severally and not jointly, to make Revolving Loans denominated in Dollars or in one or more Alternative Currencies under any Revolving Facility to the Borrower under such Revolving Facility from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Revolving Lender's Revolving Exposure exceeding such Revolving Lender's Revolving Commitment for such Revolving Facility at such time or (ii) the total Revolving Exposures exceeding the aggregate Revolving Commitments for such Facility at such time. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Revolving Loans.

(b) Subject to the terms and conditions set forth herein, each Term Lender agrees to make a Term Loan denominated in Dollars to the Borrower on the Effective Date in a principal amount not exceeding its Initial Term Commitment. Amounts repaid or prepaid in respect of Loans may not be reborrowed.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Facility, Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Facility and Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder, *provided* that the Commitments of the Lenders are several and, other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for any other Lender's failure to make Loans as required hereby.

(b) Subject to Section 2.12, each Borrowing shall be comprised entirely of ABR Loans, Eurocurrency Loans, Alternative Currency Term Benchmark Loans, Term SOFR Loans or SONIA Loans as the Borrower may request in accordance herewith; provided that all Borrowings made on the Effective

Date must be made as ABR Borrowings unless the Borrower shall have given the notice required for a Eurocurrency Borrowing under Section 2.03 and provided an indemnity letter extending the benefits of Section 2.14 to Lenders in respect of such Borrowings. Revolving Loans denominated in (i) Dollars may be ABR Loans, Term SOFR Loans or, other than in the case of Amendment No. 6 Extended Revolving Loans, Eurocurrency Loans (ii) any Alternative Currency (other than Sterling or Canadian Dollars) shall be Alternative Currency Term Benchmark Loans or, other than in the case of Amendment No. 6 Extended Revolving Loans, Eurocurrency Loans, (iii) Sterling shall be SONIA Loans and (iv) Canadian Dollars shall be Canadian Prime Rate Loans or Alternative Currency Term Benchmark Loans.

(c) At the commencement of each Interest Period for any Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing, Term SOFR Borrowing or SONIA Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; *provided* that a Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing, Term SOFR Borrowing that results from a continuation of an outstanding Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing or Term SOFR Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. ABR Borrowings may be in any amount. Each Swingline Loan shall be in an amount that is an integral multiple of \$100,000 and not less than \$500,000. Borrowings of more than one Type may be outstanding at the same time; *provided* that there shall not at any time be more than a total of 15 Eurocurrency Borrowings, Alternative Currency Term Benchmark Borrowings and Term SOFR Borrowings outstanding under a Facility at the same time.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing under a Facility if the Interest Period requested with respect thereto would end after the Maturity Date for such Facility.

(e) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, to the extent any Revolving Loan denominated in Dollars that bears interest at a rate based on LIBOR (as such term was defined in this Agreement prior to the Amendment No. 6 Effective Date) is outstanding on the Amendment No. 6 Effective Date, such Revolving Loan shall continue to bear interest based on LIBOR until the end of the current Interest Period (as such term was defined in this Agreement prior to the Amendment No. 6 Effective Date) applicable to such Revolving Loan and the provisions of this Agreement as in effect prior to the Amendment No. 6 Effective Date shall continue and remain in effect notwithstanding the occurrence of the Amendment No. 6 Effective Date until the end of the applicable Interest Period for any such Revolving Loan, after which such provisions shall have no further force and effect.

SECTION 2.03 Requests for Borrowings.

(a) To request a Borrowing, the Borrower shall notify the Administrative Agent of such request in writing (1) (i) in the case of a Eurocurrency Borrowing denominated in Dollars, not later than 3:00 p.m., New York City time, three Business Days before the date of the proposed Borrowing and (ii) in the case of a Term SOFR Borrowing denominated in Dollars, not later than 3:00 p.m., New York City time, three U.S. Government Securities Business Days before the date of the proposed Borrowing, (iii) in the case of [aan](#) Alternative Currency Term Benchmark Borrowing denominated in any Alternative Currency or a SONIA Loan, not later than 12:00 p.m., New York City time (or 3:00 p.m., New York City time, in the case of Borrowings denominated in Canadian Dollars) four Business Days before the date of the proposed Borrowing and (z) in the case of any Eurocurrency Borrowing to be made on the Effective Date, such shorter period of time as may be agreed to by the Administrative Agent or (2) in the case of an ABR Borrowing, not later than 12:00 p.m., New York City time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable and shall be delivered by hand delivery, facsimile or

other electronic transmission to the Administrative Agent and shall be signed by the Borrower. Each such Borrowing Request shall specify the following information:

- (i) the Facility, Class and Type of Loans to be borrowed or to which existing Loans are to be converted;
- (ii) the aggregate amount of such Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing, a Eurocurrency Borrowing, Alternative Currency Term Benchmark Borrowing, Term SOFR Borrowing or a SONIA Borrowing;
- (v) in the case of a Eurocurrency Borrowing, ~~a~~an Alternative Currency Term Benchmark Borrowing or Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";
- (vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04; and
- (vii) in the case of a Revolving Borrowing, the currency in which such Borrowing is to be denominated.

If no election as to the Type of Borrowing is specified as to (i) any Borrowing denominated in Dollars, then the requested Borrowing shall be an ABR Borrowing, (ii) any Borrowing denominated in Sterling, then the requested Borrowing shall be a SONIA Borrowing, or (iii) any Borrowing denominated in an Alternative Currency, then the requested Borrowing shall be ~~a~~an Alternative Currency Term Benchmark Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing or a Term SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If no currency is specified with respect to any requested Alternative Currency Term Benchmark Borrowing, then the Borrower shall be deemed to have requested that the Borrowing be denominated in Dollars. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Facility and Class of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Notwithstanding the foregoing, a Borrowing Request with respect to the funding of any Revolving Loans or Term Loans on the Effective Date (i) may be made not later than one (1) Business Day prior to the Effective Date, (ii) may be conditioned upon the consummation of the Transactions on the Effective Date (and may be revoked if such condition is not satisfied) and (iii) shall not include any representation or statement as to the absence (or existence) of any default or event of default.

SECTION 2.04 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in Dollars or the applicable Alternative Currency by 2:00 p.m., New York City time in the case of Loans denominated in Dollars or Canadian Dollars, or 10:00 a.m., New York City time in the case of any Borrowing denominated in any Alternative Currency (other than Canadian Dollars) to the Applicable Account of the Administrative Agent most-recently designated by it for such purpose by notice to the Lenders; *provided* that Swingline Loans shall be made pursuant to Section 2.23. The Administrative Agent will make such Loans available to the Borrower by

promptly crediting the amounts so received, in like funds, to an account of the Borrower designated by the Borrower in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date (and, with respect to any ABR Loan, time) of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption and in its sole discretion, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender agrees to pay to the Administrative Agent an amount equal to such share on demand of the Administrative Agent. If such Lender does not pay such corresponding amount forthwith upon demand of the Administrative Agent therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower agrees to pay such corresponding amount to the Administrative Agent forthwith on demand. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower interest on such corresponding amount, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, the rate reasonably determined by the Administrative Agent to be its cost of funding such amount, or (ii) in the case of the Borrower, the interest rate applicable to such Borrowing in accordance with Section 2.11. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Each Lender agrees, by becoming party to this agreement, that if such Lender should become a non-funding Lender as contemplated by this Section 2.04(b) and the Administrative Agent recovers any such unfunded principal and interest from the Borrower, the Borrower shall have a claim against such non-funding Lender for all principal and interest paid to Administrative Agent in respect of such non-funded Loan as well as for any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable laws) suffered by the Borrower that are caused by such non-Funding Lender's failure to fund its Loan when due.

(c) Obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and, other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.03(c).

SECTION 2.05 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request or designated by Section 2.03 and, in the case of a Eurocurrency Borrowing, an Alternative Currency Term Benchmark Borrowing or a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or designated by Section 2.03. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Borrowing, an Alternative Currency Term Benchmark Borrowing or a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section; provided that, notwithstanding anything to the contrary herein, no Loan may be converted into or continued as a Loan denominated in a different currency but instead must be prepaid in the original currency of such Loan and reborrowed in the other currency. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the

Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.05 shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and confirmed promptly to the Administrative Agent by hand delivery, facsimile or other electronic transmission to the Administrative Agent in the form of a written Interest Election Request signed by the Borrower.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.03:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Eurocurrency Borrowing, a Term SOFR Borrowing or an Alternative Currency Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is to be a Eurocurrency Borrowing, a Term SOFR Borrowing or an Alternative Currency Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurocurrency Borrowing, a Term SOFR Borrowing or an Alternative Currency Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing or a Term SOFR Borrowing denominated in Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower fails to deliver a timely Interest Election Request with respect to [an](#) Alternative Currency Term Benchmark Borrowing denominated in an Alternative Currency (other than Sterling) prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing, shall be continued as a Eurocurrency Borrowing of one month. If the Borrower fails to deliver a timely Interest Election Request with respect to a SONIA Borrowing prior to the Interest Payment Date therefor, then, unless such Borrowing is repaid as provided herein, such

SONIA Borrowing shall be continued as a SONIA Borrowing bearing interest at a rate based upon the applicable Daily Simple SONIA as of such Interest Payment Date.

Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing, (x) with respect to Loans denominated in Dollars, (i) no outstanding Borrowing under any Facility may be converted to or continued as a Eurocurrency Borrowing and (ii) unless repaid, each Eurocurrency Borrowing or Term SOFR Borrowing of Loans shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto or (y) with respect to a Revolving Loan denominated in an Alternative Currency, (i) no outstanding Revolving Borrowing under any Revolving Facility may be converted to or continued as a Eurocurrency Borrowing or an Alternative Currency Term Benchmark Borrowing with an Interest Period of greater than one month and (ii) unless repaid, (A) each an Alternative Currency Term Benchmark Borrowing of Revolving Loans shall be continued as a an Alternative Currency Term Benchmark Borrowing with an Interest Period of one month at the end of the Interest Period applicable thereto and (B) each SONIA Borrowing shall automatically be converted to an ABR Borrowing denominated in Dollars (in an amount equal to the Dollar Equivalent of the applicable Alternative Currency, if applicable) immediately.

SECTION 2.06 Termination and Reduction of Commitments.

(a) Revolving Commitments. Upon the prior written notice to the Administrative Agent (which notice the Administrative Agent shall promptly transmit to each of the Revolving Lenders), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving Commitments of any Class, as determined by the Borrower, in whole or in part; *provided that*:

(i) any such termination or reduction shall apply proportionately and permanently to reduce the Revolving Commitments of each of the Revolving Lenders of such Class, except that, notwithstanding the foregoing, the Borrower may allocate any termination or reduction of Revolving Commitments among Classes of Revolving Commitments at its direction,

(ii) any partial reduction pursuant to this Section 2.06(a) shall be in an aggregate amount of at least \$1,000,000 or any whole multiple of \$1,000,000 in excess thereof,

(iii) after giving effect to such termination or reduction and to any prepayments of Revolving Loans or cancellation or cash collateralization of Letters of Credit made on the date thereof in accordance with this Agreement, the aggregate Dollar Amount of the Revolving Lenders' Revolving Exposure for such Class shall not exceed the Total Revolving Commitments for such Class, and

(iv) if, after giving effect to any reduction of the Revolving Commitments, the LC Sublimit or the Swingline Sublimit with respect to the applicable Revolving Facility exceeds the amount of Total Revolving Commitments thereunder, such sublimit shall be automatically reduced by the amount of such excess.

Except as provided above, the amount of any such Revolving Commitment reduction shall not be applied to the LC Sublimit or the Swingline Sublimit unless otherwise specified by the Borrower. Notwithstanding the foregoing, the Borrower may rescind or postpone any notice of termination of the Revolving Commitments if such termination would have resulted from a refinancing of all of the applicable Revolving Facility, which refinancing is not consummated or is otherwise delayed. Unless

previously terminated, all Revolving Commitments of a Class shall terminate on the Maturity Date applicable to such Class.

(b) Term Commitments.

(i) Unless previously terminated, the Initial Term Commitments shall terminate upon the earlier of (i) 5:00 p.m., New York City time, on the Effective Date and (ii) 11:59 p.m., New York City time, on August 8, 2017.

(ii) The Borrower may at any time terminate, or from time to time reduce, the Term Commitments of any Class; *provided* that each reduction of the Term Commitments of any Class shall be in an amount that is an integral multiple of \$500,000 and not less than \$1,000,000.

(iii) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Term Commitments under paragraph (ii) of this Section at least one Business Day prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Term Lenders of the applicable Class of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable. Any termination or reduction of the Term Commitments of any Class shall be permanent. Each reduction of the Term Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Term Commitments of such Class.

SECTION 2.07 Repayment of Loans; Evidence of Debt.

(a) Revolving Loans.

(i) The Borrower hereby unconditionally promises to pay (A) to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date, and (B) to the Swingline Lender the then unpaid principal amount of such Swingline Loan of such Swingline Lender on the Maturity Date; *provided* that on each date that a Revolving Loan is made while any Swingline Loan is outstanding under the same Facility, the Borrower shall repay all such Swingline Loans with the proceeds of such Revolving Loan then outstanding under such Facility.

(ii) If for any reason the aggregate Revolving Exposure under any Facility at any time exceeds the aggregate Revolving Commitments under that Facility (including after giving effect to any determination of the Dollar Amount of each Revolving Loan denominated in an Alternative Currency pursuant to Section 2.25), the Borrower shall, within five Business Days, prepay Revolving Loans and Swingline Loans and/or cash collateralize the LC Exposure under such Facility in an aggregate amount equal to such excess; *provided* that the Borrower shall not be required to cash collateralize the LC Exposure pursuant to this Section 2.07(a)(ii) unless after the prepayment in full of the Revolving Loans and Swingline Loans under such Facility such aggregate Revolving Exposure exceeds the aggregate Revolving Commitments for such Facility then in effect.

(b) Term Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender as provided in Section 2.08.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof, the currency thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraphs (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein, *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (c) and (d) of this Section, the accounts maintained by the Administrative Agent pursuant to paragraph (d) of this Section shall control.

(f) Any Lender may request through the Administrative Agent that Loans of any Class made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form provided by the Administrative Agent and approved by the Borrower.

SECTION 2.08 Amortization of Term Loans.

(a) Subject to adjustment pursuant to paragraph (c) of this Section, the Borrower shall repay Term Loan Borrowings on the dates and in the amounts set forth on Annex I, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment; *provided* that if any such date is not a Business Day, such payment shall be due on the next preceding Business Day.

(b) To the extent not previously paid, all Term Loans shall be due and payable on the Term Maturity Date applicable to such Term Loans, or, if such date is not a Business Day, on the next preceding Business Day.

(c) Any prepayment of a Borrowing of any Class of Term Loans (i) pursuant to Section 2.09(a)(i) shall be applied to reduce the subsequent scheduled and outstanding repayments of the Borrowings of such Class of Term Loans to be made pursuant to this Section as directed by the Borrower (and absent such direction in direct order of maturity) and (ii) pursuant to Section 2.09(b) or 2.09(c) shall be applied to reduce the subsequent scheduled and outstanding repayments of the Borrowings of such Class of Term Loans to be made pursuant to this Section, or, except as otherwise provided in any Refinancing Amendment, pursuant to the corresponding section of such Refinancing Amendment, in direct order of maturity.

(d) Prior to any repayment of any Borrowings of any Class of Term Loans hereunder, the Borrower shall select the Borrowing or Borrowings of the applicable Class of Term Loans to be repaid and shall notify the Administrative Agent in writing (via hand delivery or facsimile) of such election not later than 3:00 p.m., New York City time, two Business Day before the scheduled date of such repayment. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall make such designation in its reasonable discretion with a view, but no

obligation, to minimize breakage costs owing under Section 2.14. Each repayment of a Borrowing of Term Loans shall be applied ratably to the Term Loans included in the repaid Borrowing. Repayments of Borrowings of Term Loans shall be accompanied by accrued interest on the amount repaid.

SECTION 2.09 Prepayment of Loans.

(a) ~~(i)~~ The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section; provided that (A) upon prior notice in accordance with paragraph (e) of this Section 2.09, the Borrower shall have the right at any time and from time to time to prepay any Revolving Borrowing in whole or in part without premium or penalty (but subject to Section 2.14) and (B) in the event that, on or prior to the six-month anniversary of the Effective Date, the Borrower (i) makes any prepayment of Initial Term Loans in connection with any Repricing Transaction the primary purpose of which (in the good faith determination of the Borrower) is to decrease the Effective Yield on such Initial Term Loans or (ii) effects any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which (in the good faith determination of the Borrower) is to decrease the Effective Yield on the Initial Term Loans, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders, (x) in the case of clause (i), a prepayment premium of 1.00% of the aggregate principal amount of the Initial Term Loans being prepaid in connection with such repricing Transaction and (y) in the case of clause (ii), an amount equal to 1.00% of the aggregate principal amount of the Initial Term Loans outstanding immediately prior to such amendment that are subject to an effective reduction in Effective Yield pursuant to such Repricing Transaction.

~~(ii) Notwithstanding anything in any Loan Document to the contrary, so long as no Default or Event of Default has occurred and is continuing, the Borrower may prepay the outstanding Term Loans on the following basis:~~

~~(A) The Borrower shall have the right to make a voluntary prepayment of Loans at a discount to par (such prepayment, the "Discounted Loan Prepayment") pursuant to a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offers or Borrower Solicitation of Discounted Prepayment Offers, in each case made in accordance with this Section 2.09(a)(ii); provided that the Borrower shall not initiate any action under this Section 2.09(a)(ii) in order to make a Discounted Loan Prepayment unless (I) at least ten (10) Business Days shall have passed since the consummation of the most recent Discounted Loan Prepayment as a result of a prepayment made by the Borrower on the applicable Discounted Prepayment Effective Date; or (II) at least three (3) Business Days shall have passed since the date the Borrower was notified that no Lender was willing to accept any prepayment of any Loan and/or Other Loan at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the date of the Borrower's election not to accept any Solicited Discounted Prepayment Offers.~~

~~(B) (1) Subject to the proviso to subsection (A) above, the Borrower may from time to time offer to make a Discounted Loan Prepayment by providing the Auction Agent with three (3) Business Days' notice in the form of a Specified Discount Prepayment Notice; provided that (I) any such offer shall be made available, at the sole discretion of the Borrower, to each Lender and/or each Lender with respect to any Class of Loans on an individual tranche basis, (II) any such offer shall specify the aggregate principal amount offered to be prepaid (the "Specified Discount Prepayment Amount") with respect to each applicable tranche, the tranche or tranches of Loans subject to such offer and the specific percentage discount to par (the "Specified Discount") of such Loans to be prepaid (it being understood that different Specified Discounts~~

~~and/or Specified Discount Prepayment Amounts may be offered with respect to different tranches of Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section), (III) the Specified Discount Prepayment Amount shall be in an aggregate amount not less than \$10,000,000 and whole increments of \$1,000,000 in excess thereof and (IV) each such offer shall remain outstanding through the Specified Discount Prepayment Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Specified Discount Prepayment Notice and a form of the Specified Discount Prepayment Response to be completed and returned by each such Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York time, on the third Business Day after the date of delivery of such notice to the relevant Lenders (the “Specified Discount Prepayment Response Date”).~~

~~(2) Each relevant Lender receiving such offer shall notify the Auction Agent (or its delegate) by the Specified Discount Prepayment Response Date whether or not it agrees to accept a prepayment of any of its relevant then outstanding Loans at the Specified Discount and, if so (such accepting Lender, a “Discount Prepayment Accepting Lender”), the amount and the tranches of such Lender’s Loans to be prepaid at such offered discount. Each acceptance of a Discounted Loan Prepayment by a Discount Prepayment Accepting Lender shall be irrevocable. Any Lender whose Specified Discount Prepayment Response is not received by the Auction Agent by the Specified Discount Prepayment Response Date shall be deemed to have declined to accept the applicable Borrower Offer of Specified Discount Prepayment.~~

~~(3) If there is at least one Discount Prepayment Accepting Lender, the Borrower will make prepayment of outstanding Loans pursuant to this paragraph (B) to each Discount Prepayment Accepting Lender in accordance with the respective outstanding amount and tranches of Loans specified in such Lender’s Specified Discount Prepayment Response given pursuant to subsection (2); provided that, if the aggregate principal amount of Loans accepted for prepayment by all Discount Prepayment Accepting Lenders exceeds the Specified Discount Prepayment Amount, such prepayment shall be made pro rata among the Discount Prepayment Accepting Lenders in accordance with the respective principal amounts accepted to be prepaid by each such Discount Prepayment Accepting Lender and the Auction Agent (in consultation with the Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) will calculate such proration (the “Specified Discount Proration”). The Auction Agent shall promptly, and in any case within three (3) Business Days following the Specified Discount Prepayment Response Date, notify (I) the Borrower of the respective Lenders’ responses to such offer, the Discounted Prepayment Effective Date and the aggregate principal amount of the Discounted Loan Prepayment and the tranches to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, and the aggregate principal amount and the tranches of Loans to be prepaid at the Specified Discount on such date and (III) each Discount Prepayment Accepting Lender of the Specified Discount Proration, if any, and confirmation of the principal amount, tranche and Type of Loans of such Lender to be prepaid at the Specified Discount on such date. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Borrower shall be due and payable by the Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).~~

(C) (1) Subject to the proviso to subsection (A) above, the Borrower may from time to time solicit Discount Range Prepayment Offers by providing the Auction Agent with three (3) Business Days' notice in the form of a Discount Range Prepayment Notice; *provided that* (I) any such solicitation shall be extended, at the sole discretion of the Borrower, to each Lender and/or each Lender with respect to any Class of Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate principal amount of the relevant Loans (the "Discount Range Prepayment Amount"), the tranche or tranches of Loans subject to such offer and the maximum and minimum percentage discounts to par (the "Discount Range") of the principal amount of such Loans with respect to each relevant tranche of Loans willing to be prepaid by the Borrower (it being understood that different Discount Ranges and/or Discount Range Prepayment Amounts may be offered with respect to different tranches of Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section), (III) the Discount Range Prepayment Amount shall be in an aggregate amount not less than \$10,000,000 and whole increments of \$1,000,000 in excess thereof and (IV) each such solicitation by the Borrower shall remain outstanding through the Discount Range Prepayment Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Discount Range Prepayment Notice and a form of the Discount Range Prepayment Offer to be submitted by a responding relevant Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York time, on the third Business Day after the date of delivery of such notice to the relevant Lenders (the "Discount Range Prepayment Response Date"). Each relevant Lender's Discount Range Prepayment Offer shall be irrevocable and shall specify a discount to par within the Discount Range (the "Submitted Discount") at which such Lender is willing to allow prepayment of any or all of its then outstanding Loans of the applicable tranche or tranches and the maximum aggregate principal amount and tranches of such Lender's Loans (the "Submitted Amount") such Lender is willing to have prepaid at the Submitted Discount. Any Lender whose Discount Range Prepayment Offer is not received by the Auction Agent by the Discount Range Prepayment Response Date shall be deemed to have declined to accept a Discounted Loan Prepayment of any of its Loans at any discount to their par value within the Discount Range.

(2) The Auction Agent shall review all Discount Range Prepayment Offers received on or before the applicable Discount Range Prepayment Response Date and shall determine (in consultation with the Borrower and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) the Applicable Discount and Loans to be prepaid at such Applicable Discount in accordance with this subsection (C). The Borrower agrees to accept on the Discount Range Prepayment Response Date all Discount Range Prepayment Offers received by Auction Agent by the Discount Range Prepayment Response Date, in the order from the Submitted Discount that is the largest discount to par to the Submitted Discount that is the smallest discount to par, up to and including the Submitted Discount that is the smallest discount to par within the Discount Range (such Submitted Discount that is the smallest discount to par within the Discount Range being referred to as the "Applicable Discount") which yields a Discounted Loan Prepayment in an aggregate principal amount equal to the lower of (I) the Discount Range Prepayment Amount and (II) the sum of all Submitted Amounts. Each Lender that has submitted a Discount Range Prepayment Offer to accept prepayment at a discount to par that is larger than or equal to the Applicable Discount shall be deemed to have irrevocably consented to prepayment of Loans equal to its Submitted Amount (subject to any required proration pursuant to the following subsection (3)) at the Applicable Discount (each such Lender, a "Participating Lender").

(3) If there is at least one Participating Lender, the Borrower will prepay the respective outstanding Loans of each Participating Lender in the aggregate principal amount and of the tranches specified in such Lender's Discount Range Prepayment Offer at the Applicable Discount; *provided* that if the Submitted Amount by all Participating Lenders offered at a discount to par greater than the Applicable Discount exceeds the Discounted Range Prepayment Amount, prepayment of the principal amount of the relevant Loans for those Participating Lenders whose Submitted Discount is a discount to par greater than or equal to the Applicable Discount (the "Identified Participating Lenders") shall be made pro rata among the Identified Participating Lenders in accordance with the Submitted Amount of each such Identified Participating Lender and the Auction Agent (in consultation with the Borrower and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) will calculate such proration (the "Discount Range Proration"). The Auction Agent shall promptly, and in any case within five (5) Business Days following the Discount Range Prepayment Response Date, notify (I) the Borrower of the respective Lenders' responses to such solicitation, the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount of the Discounted Loan Prepayment and the tranches to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount and tranches of Loans to be prepaid at the Applicable Discount on such date, (III) each Participating Lender of the aggregate principal amount and tranches of such Lender to be prepaid at the Applicable Discount on such date, and (z) if applicable, each Identified Participating Lender of the Discount Range Proration. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Borrower shall be due and payable by the Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).

(D) (1) Subject to the proviso to subsection (A) above, the Borrower may from time to time solicit Solicited Discounted Prepayment Offers by providing the Auction Agent with three (3) Business Days' notice in the form of a Solicited Discounted Prepayment Notice; *provided* that (I) any such solicitation shall be extended, at the sole discretion of the Borrower, to each Lender and/or each Lender with respect to any Class of Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate dollar amount of the Loans (the "Solicited Discounted Prepayment Amount") and the tranche or tranches of Loans the Borrower is willing to prepay at a discount (it being understood that different Solicited Discount Prepayment Amounts may be offered with respect to different tranches of Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section), (III) the Solicited Discounted Prepayment Amount shall be in an aggregate amount not less than \$10,000,000 and whole increments of \$1,000,000 in excess thereof and (IV) each such solicitation by the Borrower shall remain outstanding through the Solicited Discounted Prepayment Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Solicited Discounted Prepayment Notice and a form of the Solicited Discounted Prepayment Offer to be submitted by a responding Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York time on the third Business Day after the date of delivery of such notice to the relevant Lenders (the "Solicited Discounted Prepayment Response Date"). Each Lender's Solicited Discounted Prepayment Offer shall (x) be irrevocable, (y) remain outstanding until the Acceptance Date, and (z) specify both a discount to par (the "Offered Discount") at which such Lender is willing to allow prepayment of its then outstanding Loan and the maximum aggregate principal amount and tranches of such Loans (the "Offered Amount")

~~such Lender is willing to have prepaid at the Offered Discount. Any Lender whose Solicited Discounted Prepayment Offer is not received by the Auction Agent by the Solicited Discounted Prepayment Response Date shall be deemed to have declined prepayment of any of its Loans at any discount.~~

~~(2) The Auction Agent shall promptly provide the Borrower with a copy of all Solicited Discounted Prepayment Offers received on or before the Solicited Discounted Prepayment Response Date. The Borrower shall review all such Solicited Discounted Prepayment Offers and select the largest of the Offered Discounts specified by the relevant responding Lenders in the Solicited Discounted Prepayment Offers that is acceptable to the Borrower (the “Acceptable Discount”), if any. If the Borrower elects to accept any Offered Discount as the Acceptable Discount, then as soon as practicable after the determination of the Acceptable Discount, but in no event later than by the third Business Day after the date of receipt by the Borrower from the Auction Agent of a copy of all Solicited Discounted Prepayment Offers pursuant to the first sentence of this subsection (2) (the “Acceptance Date”), the Borrower shall submit an Acceptance and Prepayment Notice to the Auction Agent setting forth the Acceptable Discount. If the Auction Agent shall fail to receive an Acceptance and Prepayment Notice from the Borrower by the Acceptance Date, the Borrower shall be deemed to have rejected all Solicited Discounted Prepayment Offers.~~

~~(3) Based upon the Acceptable Discount and the Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, within three (3) Business Days after receipt of an Acceptance and Prepayment Notice (the “Discounted Prepayment Determination Date”), the Auction Agent will determine (in consultation with the Borrower and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) the aggregate principal amount and the tranches of Loans (the “Acceptable Prepayment Amount”) to be prepaid by the Borrower at the Acceptable Discount in accordance with this Section 2.09(a)(ii)(D)). If the Borrower elects to accept any Acceptable Discount, then the Borrower agrees to accept all Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, in the order from largest Offered Discount to smallest Offered Discount, up to and including the Acceptable Discount. Each Lender that has submitted a Solicited Discounted Prepayment Offer with an Offered Discount that is greater than or equal to the Acceptable Discount shall be deemed to have irrevocably consented to prepayment of Loans equal to its Offered Amount (subject to any required pro rata reduction pursuant to the following sentence) at the Acceptable Discount (each such Lender, a “Qualifying Lender”). The Borrower will prepay outstanding Loans pursuant to this subsection (D) to each Qualifying Lender in the aggregate principal amount and of the tranches specified in such Lender’s Solicited Discounted Prepayment Offer at the Acceptable Discount; *provided that* if the aggregate Offered Amount by all Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount exceeds the Solicited Discounted Prepayment Amount, prepayment of the principal amount of the Loans for those Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount (the “Identified Qualifying Lenders”) shall be made pro rata among the Identified Qualifying Lenders in accordance with the Offered Amount of each such Identified Qualifying Lender and the Auction Agent (in consultation with the Borrower and subject to rounding requirements of the Auction Agent made in its sole reasonable discretion) will calculate such proration (the “Solicited Discount Proration”). On or prior to the Discounted Prepayment Determination Date, the Auction Agent shall~~

~~promptly notify (I) the Borrower of the Discounted Prepayment Effective Date and Acceptable Prepayment Amount comprising the Discounted Loan Prepayment and the tranches to be prepaid, (II) each Lender of the Discounted Prepayment Effective Date, the Acceptable Discount, and the Acceptable Prepayment Amount of all Loans and the tranches to be prepaid to be prepaid at the Applicable Discount on such date, (III) each Qualifying Lender of the aggregate principal amount and the tranches of such Lender to be prepaid at the Acceptable Discount on such date, and (IV) if applicable, each Identified Qualifying Lender of the Solicited Discount Proration. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the Borrower shall be due and payable by the Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).~~

~~(E) In connection with any Discounted Loan Prepayment, the Borrower and the Lenders acknowledge and agree that the Auction Agent may require as a condition to any Discounted Loan Prepayment, the payment of customary fees and expenses from the Borrower in connection therewith.~~

~~(F) If any Loan is prepaid in accordance with paragraphs (B) through (D) above, the Borrower shall prepay such Loans on the Discounted Prepayment Effective Date. The Borrower shall make such prepayment to the Auction Agent, for the account of the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, at the Administrative Agent's Office in immediately available funds not later than 11:00 a.m., New York City time, on the Discounted Prepayment Effective Date and all such prepayments shall be applied to the remaining principal installments of the relevant tranche of Loans on a pro rata basis across such installments. The Loans so prepaid shall be accompanied by all accrued and unpaid interest on the par principal amount so prepaid up to, but not including, the Discounted Prepayment Effective Date. Each prepayment of the outstanding Loans pursuant to this Section 2.09(a)(ii) shall be paid to the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable. The aggregate principal amount of the tranches and installments of the relevant Loans outstanding shall be deemed reduced by the full par value of the aggregate principal amount of the tranches of Loans prepaid on the Discounted Prepayment Effective Date in any Discounted Loan Prepayment. Notwithstanding anything to the contrary, Loans may not be prepaid in accordance with this Section 2.09(a)(ii) with the proceeds of any Revolving Loans.~~

~~(G) To the extent not expressly provided for herein, each Discounted Loan Prepayment shall be consummated pursuant to procedures consistent with the provisions in this Section 2.09(a)(ii), established by the Auction Agent acting in its reasonable discretion and as reasonably agreed by the Borrower.~~

~~(H) Notwithstanding anything in any Loan Document to the contrary, for purposes of this Section 2.09(a)(ii), each notice or other communication required to be delivered or otherwise provided to the Auction Agent (or its delegate) shall be deemed to have been given upon Auction Agent's (or its delegate's) actual receipt during normal business hours of such notice or communication; provided that any notice or communication actually received outside of normal business hours shall be deemed to have been given as of the opening of business on the next Business Day.~~

~~(I) Each of the Borrower and the Lenders acknowledges and agrees that the Auction Agent may perform any and all of its duties under this Section 2.09(a)(ii) by itself or through any Affiliate of the Auction Agent and expressly consents to any such delegation of duties by the Auction Agent to such Affiliate and the performance of such delegated duties by such Affiliate. The exculpatory provisions pursuant to this Agreement shall apply to each Affiliate of the Auction Agent and its respective activities in connection with any Discounted Loan Prepayment provided for in this Section 2.09(a)(ii) as well as activities of the Auction Agent.~~

~~(J) The Borrower shall have the right, by written notice to the Auction Agent, to revoke in full (but not in part) its offer to make a Discounted Loan Prepayment and rescind the applicable Specified Discount Prepayment Notice, Discount Range Prepayment Notice or Solicited Discounted Prepayment Notice therefor at its discretion at any time on or prior to the applicable Specified Discount Prepayment Response Date (and if such offer is revoked pursuant to the preceding clauses, any failure by the Borrower to make any prepayment to a Lender, as applicable, pursuant to this Section 2.09(a)(ii) shall not constitute a Default or Event of Default under Section 7.01 or otherwise).~~

(b) In the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, any Intermediate Parents, the Borrower or any of the Restricted Subsidiaries in respect of any Prepayment Event, the Borrower shall, within ~~ten~~five Business Days after such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (b) of the definition of the term "Prepayment Event," on the date of such Prepayment Event), prepay Term Loans in an aggregate amount equal to ~~the Disposition Percentage (or, in the case of a Prepayment Event described in clause (b) of the definition of "Prepayment Event", 100%)~~ of the amount of such Net Proceeds; ~~provided that, in the case of any event described in clause (a) of the definition of the term "Prepayment Event," if the Borrower and the Restricted Subsidiaries invest (or commit to invest) the Net Proceeds from such event (or a portion thereof) within 12 months after receipt of such Net Proceeds in assets useful in the business of the Borrower and the other Subsidiaries (including capital expenditures and Permitted Acquisitions or similar Investments permitted under Section 6.04), then no prepayment shall be required pursuant to this paragraph in respect of such Net Proceeds in respect of such event (or the applicable portion of such Net Proceeds, if applicable) except to the extent of any such Net Proceeds therefrom that have not been so invested (or committed to be invested) by the end of such 12-month period (or if committed to be so invested within such 12-month period, have not been so invested within 18 months after receipt thereof), at which time a prepayment shall be required in an amount equal to such Net Proceeds that have not been so invested (or committed to be invested); provided further, that the Borrower may use a portion of such Net Proceeds to prepay or repurchase any other Indebtedness that is secured by the Collateral on a pari passu basis with the Borrowings to the extent such other Indebtedness and the Liens securing the same are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Proceeds and (y) a fraction, the numerator of which is the outstanding principal amount of such other Indebtedness and the denominator of which is the aggregate outstanding principal amount of Term Loans and such other Indebtedness.~~ pending such prepayment, the Borrower shall hold such Net Proceeds in a deposit account subject to an Account Control Agreement consistent with the requirements of the Collateral Agreement (to the extent the assets sold were Collateral)); provided further that, no such prepayment shall be required to the extent such Net Proceeds are applied to prepay the Indebtedness under the First Lien Priority Credit Agreement.

(c) Following the end of each fiscal year of the Borrower, commencing with the fiscal year ending December 31, 2018, the Borrower shall prepay Term Loans in an aggregate amount equal to the ECF Percentage of Excess Cash Flow for such fiscal year; ~~provided that, at the Borrower's option, such amount shall be reduced by the aggregate amount of prepayments of (i) Loans made pursuant to Section~~

~~2.09(a) (provided that such reduction as a result of prepayments pursuant to clause (ii) thereof shall (x) be limited to the actual amount of such cash prepayment and (y) only be applicable if the applicable prepayment offer was made to all Lenders) and (ii) other Consolidated First Lien Debt (provided that in the case of the prepayment of any revolving commitments, there is a corresponding reduction in commitments) and/or any Indebtedness under the Second Lien Credit Agreement, in each case made during such fiscal year or after year end and prior to the time such Excess Cash Flow prepayment is due (without duplication of any such credit in any prior or subsequent fiscal year) and excluding, in each case, all such prepayments funded with the proceeds of other long term Indebtedness or the issuance of Equity Interests) (with the First Lien Net Leverage Ratio of the Borrower for purposes of determining the applicable ECF Percentage, recalculated to give pro forma effect to any cash pay down or reductions made after year end and prior to the time such Excess Cash Flow Payment is due).~~ Each prepayment pursuant to this paragraph shall be made on or before the date that is five Business Days after the date on which financial statements are required to be delivered pursuant to Section 5.01 with respect to the fiscal year for which Excess Cash Flow is being calculated; provided further that, no such prepayment shall be required to the extent such Excess Cash Flow is applied to prepay the Indebtedness under the First Lien Priority Credit Agreement.

(d) Prior to any optional or mandatory prepayment of Borrowings hereunder, the Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (e) of this Section. In the event of any mandatory prepayment of Term Loans made at a time when more than one Class of Term Loans remain outstanding, the Borrower shall select the Term Loans to be prepaid so that the aggregate amount of such prepayment is allocated between such Classes of Term Loans (and, to the extent provided in the Refinancing Amendment for any Class of Other Loans, the Borrowings of such Class) pro rata based on the aggregate principal amount of outstanding Borrowings of each such Class (except for any mandatory prepayments with the Net Proceeds of Credit Agreement Refinancing Indebtedness for a particular Class and except to the extent that the Lenders of a particular Class have agreed to less than pro rata treatment); *provided* that any Lender (and, to the extent provided in the Refinancing Amendment for any Class of Other Loans, any Lender that holds Other Loans of such Class) may elect, by notice to the Administrative Agent in writing (via hand delivery or facsimile) at least one Business Day prior to the prepayment date, to decline all or any portion of any prepayment of its Loans or Other Loans of any such Class pursuant to this Section (other than an optional prepayment pursuant to paragraph (a)(i) of this Section or a mandatory prepayment as a result of the Prepayment Event set forth in clause (b) of the definition thereof, which may not be declined), in which case the aggregate amount of the prepayment that would have been applied to prepay Loans or Other Loans of any such Class but was so declined shall be applied (or offered to be applied) to make a mandatory prepayment of the Second Lien Facility to the extent required by the Second Lien Credit Agreement, and any amounts not required to be applied to the Second Lien Facility and/or declined by the lenders under the Second Lien Facility may be retained by the Borrower and the Restricted Subsidiaries (such amounts, “Retained Declined Proceeds”). Optional prepayments of Borrowings shall be allocated among the Classes of Borrowings as directed by the Borrower. In the absence of a designation by the Borrower as described in the preceding provisions of this paragraph of the Type of Borrowing of any Class, the Administrative Agent shall make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.14.

(e) The Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) in writing (via hand delivery, facsimile or other electronic communication) of any prepayment hereunder (i) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment and (ii) in the case of prepayment of a Eurocurrency Borrowing, Term SOFR Borrowing, Alternative Currency Term Benchmark Borrowing or SONIA Borrowing, not later than 11:00 a.m. (New York City time in the

case of Loans denominated in Dollars or Canadian Dollars, or London time in the case of any Borrowing denominated in any other Alternative Currency), three Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; *provided* that, so long as the Administrative Agent is notified prior to the prepayment date, a notice of optional prepayment may state that such notice is conditional upon the effectiveness of other credit facilities or the receipt of the proceeds from the issuance of other Indebtedness or the occurrence of some other identifiable event or condition, in which case such notice of prepayment may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type and currency as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11. At the Borrower's election in connection with any prepayment pursuant to this Section 2.09, such prepayment shall not be applied to any Loan of a Defaulting Lender and shall be allocated ratably among the relevant non-Defaulting Lenders.

(f) Notwithstanding any other provisions of Section 2.09(b) or (c), (A) to the extent that any of or all the Net Proceeds of any Prepayment Event set forth in clause (a) of the definition thereof by a Foreign Subsidiary giving rise to a prepayment pursuant to Section 2.09(b) (a "Foreign Prepayment Event") or Excess Cash Flow are prohibited or delayed by any Requirement of Law from being repatriated to the Borrower, the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Loans at the times provided in Section 2.09(b) or (c), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary so long as the applicable Requirement of Law will not permit repatriation to the Borrower (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable Requirement of Law to permit such repatriation), and to the extent such repatriation of any of such affected Net Proceeds or Excess Cash Flow becomes permitted under the applicable Requirement of Law, such repatriation will be promptly effected and such repatriated Net Proceeds or Excess Cash Flow will be promptly (and in any event not later than three Business Days after such repatriation) applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of the Loans pursuant to Section 2.09(b) or (c), as applicable, and (B) to the extent that and for so long as the Borrower ~~has determined in good faith~~ and the Administrative Agent reasonably agree that repatriation of any of or all the Net Proceeds of any Foreign Prepayment Event or Excess Cash Flow would have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation) with respect to such Net Proceeds or Excess Cash Flow, the Net Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Loans at the times provided in Section 2.09(b) or (c), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary; *provided* that if the Borrower ~~determines in good faith~~ and the Administrative Agent agree that repatriation of any of or all the Net Proceeds of any Foreign Prepayment Event or Excess Cash Flow would no longer have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation) with respect to such Net Proceeds or Excess Cash Flow, such Net Proceeds or Excess Cash Flow shall be promptly (and in any event not later than three Business Days after such repatriation) applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Loans pursuant to Section 2.09(b) or (c), as applicable.

SECTION 2.10____ Fees.

(a) Commitment Fee. The Borrower agrees to pay in Dollars to the Administrative Agent for the account of the Revolving Lenders (based on their Pro Rata Share of the Revolving Exposure) a commitment fee, which shall accrue at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of the Revolving Lenders during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Commitments terminate. Accrued commitment fees shall be payable in arrears in accordance with clause (c) below. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of calculating the commitment fees only, no portion of the Revolving Commitments shall be deemed utilized as a result of outstanding Swingline Loans.

(b) Letter of Credit Fees. The Borrower agrees to pay in Dollars to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit issued for the account of the Borrower, which shall accrue at the Applicable Rate used to determine the interest rate applicable to Eurocurrency Rate Loans, Term SOFR Loans and Alternative Currency Term Benchmark Loans under the Revolving Facility on the daily amount of such Revolving Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) under the Revolving Facility, during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's Revolving Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure. In addition, the Borrower agrees to pay to each Issuing Bank, for its own account, a fronting fee, in respect of each Letter of Credit issued by such Issuing Bank to the Borrower for the period from the date of issuance of such Letter of Credit through the expiration date of such Letter of Credit (or if terminated on an earlier date to the termination date of such Letter of Credit), computed at a rate equal to 0.125% per annum or such other percentage per annum to be agreed upon between the Borrower and such Issuing Bank of the daily outstanding amount of such Letter of Credit, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar month of March, June, September and December shall be payable in accordance with clause (c) below; *provided* that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) Subject to clause (d) below, all interest, commitment fees under Section 2.10(a) and participation and fronting fees under Section 2.10(b), in each case payable hereunder, shall accrue through and including, and be due and payable in arrears on, the last day of each calendar month of March, June, September and December and, as applicable, on the date on which the Revolving Commitments terminate (other than as set forth under the definition of "Interest Payment Date"). The Borrower hereby authorizes the Administrative Agent, from time to time without prior notice to the Borrower, to charge all such amounts that are due and payable to the loan account of the Borrower (*provided* that such amounts shall not be charged to any loan account until (5) Business Days after the Administrative Agent has provided the Borrower with an invoice for any such amount). Any such amounts payable hereunder that are charged to a loan account shall thereupon constitute Loans under the Revolving Facility and shall, (i) if denominated in Dollars or Canadian Dollars, initially accrue interest at the rate then applicable to Loans comprising ABR Borrowings or Canadian Prime Rate Borrowings, respectively (unless and until converted, if applicable, into Eurocurrency Borrowings in accordance with the terms of this Agreement), (ii) if denominated in an Alternative Currency (other than Sterling or Canadian Dollars), initially accrue interest at the rate then applicable to Loans comprising Eurocurrency

Borrowings, Alternative Currency Term Benchmark Borrowings with an Interest Period of one month or (iii) if denominated in Sterling, initially accrue interest at the rate then applicable to SONIA Loans.

(d) The Borrower shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and each applicable Agent).

(e) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

(f) Notwithstanding the foregoing, the Borrower shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 2.10.

SECTION 2.11 Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate; provided that each Eurocurrency Borrowing on the Effective Date shall bear interest at 1.17% plus the Applicable Rate. The Loans comprising each Term SOFR Borrowing shall bear interest at the Term SOFR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate. The Loans comprising each Alternative Currency Term Benchmark Borrowing shall bear interest at the Adjusted Alternative Currency Term Benchmark Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate. The Loans comprising each SONIA Borrowing shall bear interest at Daily Simple SONIA plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% per annum plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other overdue amount, 2.00% per annum plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section; *provided* that no amount shall be payable pursuant to this Section 2.11(c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; *provided further*, that no amounts shall accrue pursuant to this Section 2.11(c) on any overdue amount or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, *provided* that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan, Alternative Currency Term Benchmark Loan or Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All computations of interest for ABR Loans (including ABR Loans determined by reference to the Adjusted LIBO Rate) and SONIA Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.16, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.12 Alternate Rate of Interest.

(a) If at least two Business Days prior to the commencement of any Interest Period for a Eurocurrency Borrowing, an Alternative Currency Term Benchmark Borrowing, a Term SOFR Borrowing or a SONIA Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Daily Simple SONIA, the Adjusted LIBO Rate, Term SOFR Rate or the Adjusted Alternative Currency Term Benchmark Rate for such Interest Period with respect to a Borrowing; or

(ii) the Administrative Agent is advised by the Required Lenders that the Daily Simple SONIA, Adjusted LIBO Rate, Term SOFR Rate or the Adjusted Alternative Currency Term Benchmark Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period (in each case with respect to the Loans impacted by this clause (b) or clause (a) above, "Impacted Loans"),

then, in the case of clause (a) or (b) above, the Administrative Agent shall give notice thereof (and, if requested by the Borrower, reasonably acceptable evidence of such determination) to the Borrower and the Lenders by telephone, facsimile or other electronic communication as promptly as practicable thereafter.

Upon receipt of such notice and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing, a Term SOFR Borrowing, Alternative Currency Term Benchmark Borrowing or SONIA Borrowing, as applicable, shall be ineffective, (ii) all Borrowings denominated in Dollars shall be made as an ABR Borrowing and the utilization of the LIBO Rate or Term SOFR Rate (as applicable) component in determining the Alternate Base Rate shall be suspended, (iii) all Borrowings denominated in Canadian Dollars shall be made as a Canadian Prime Rate Borrowing, (iv) all Borrowings denominated in Sterling shall bear interest at the Central Bank Rate for the applicable Alternative Currency and (v) all Borrowings denominated in an Alternative Currency shall be made as Loans bearing interest at an alternative rate mutually acceptable to the Borrower and the Revolving Lenders, *provided, however*, that if the Borrower and the applicable Revolving Lenders cannot agree within a reasonable time on an alternative rate for such Loans denominated in an Alternative Currency, the Borrower may, at its discretion, either (i) prepay such Loans, (ii) convert such Loans into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) or (iii) in the case of a Eurocurrency Borrowing, maintain such Loans outstanding, in which case, the interest rate payable to the applicable Lender on such Loans will be the rate determined by the Administrative Agent as its cost

of funds to fund a Borrowing of such Loans with maturities comparable to the Interest Period applicable thereto plus the Applicable Rate; *provided, however*, that, in each case, the Borrower may revoke any Borrowing Request that is pending when such notice is received.

(b) Notwithstanding the foregoing, if the Administrative Agent has made the determination described in clause (a)(i) of this Section 2.12 and/or is advised by the Required Lenders of their determination in accordance with clause (a)(ii) of this Section 2.12 and the Borrower shall so request, the Administrative Agent, the Required Lenders and the Borrower shall negotiate in good faith to amend the definition of “LIBO Rate” and other applicable provisions to preserve the original intent thereof in light of such change; *provided* that, until so amended, such Impacted Loans will be handled as otherwise provided pursuant to the terms of this Section 2.12.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, if the Administrative Agent or the Borrower reasonably determines in good faith, with consent by the other not to be unreasonably withheld, that the circumstances described in clause (a)(i) of this Section 2.12 have arisen (other than with respect to the Term SOFR Rate) (and such circumstances are unlikely to be temporary) (any such event, an “Alternative Currency/SONIA Benchmark Replacement Event”), then, such Alternative Currency/SONIA Benchmark Replacement will replace such Alternative Currency Term Benchmark or SONIA for all purposes hereunder and under any Loan Document in respect of any Alternative Currency Term Benchmark or SONIA setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Alternative Currency/SONIA Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Alternative Currency/SONIA Benchmark Replacement from Lenders comprising the Required Lenders.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(f) The Administrative Agent will promptly notify the Borrower and the Lenders of (I) any occurrence of a Benchmark Transition Event, (1) the implementation of any Benchmark Replacement,

(2) the effectiveness of any Benchmark Replacement Conforming Changes, (3) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (4) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.12, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12.

(g) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (II) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (a) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (b) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (5) if a tenor that was removed pursuant to clause (i) above either (a) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (b) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(h) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term SOFR Borrowing of, conversion to or continuation of Term SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term SOFR Borrowing into a request for a Borrowing of or conversion to an ABR Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Rate, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.12, any Term SOFR Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day.

SECTION 2.13 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank; or

(ii) impose on any Lender, any Issuing Bank or the London interbank market any other condition, cost or expense (other than with respect to Taxes) affecting this Agreement or

Eurocurrency Loans, Term SOFR Loans, Alternative Currency Term Benchmark Loans or SONIA Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or Issuing Bank to any Taxes on its Loans, letters of credit, Commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any such Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender or Issuing Bank, the Borrower will pay to such Lender or Issuing Bank such additional amount or amounts as will compensate such Lender or Issuing Bank for such increased costs actually incurred or reduction actually suffered, *provided* that to the extent any such costs or reductions are incurred by any Lender or Issuing Bank as a result of any requests, rules, guidelines or directives enacted or promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Basel III after the Effective Date, then such Lender or Issuing Bank shall be compensated pursuant to this Section 2.13(a) only to the extent such Lender or Issuing Bank is imposing such charges on similarly situated borrowers under the other syndicated credit facilities under which such Lender is a lender or such Issuing Bank is a letter of credit issuer. Notwithstanding the foregoing, this paragraph will not apply to (A) Indemnified Taxes or Other Taxes or (B) Excluded Taxes.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy and liquidity requirements), then, from time to time upon request of such Lender or Issuing Bank, the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction actually suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company in reasonable detail, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within 15 days after receipt thereof.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation, *provided* that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; *provided further*, that, if the Change in Law giving rise to such

increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.14 Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan or Alternative Currency Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default) or SONIA Loan other than on the Interest Payment Date therefor (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Loan or Alternative Currency Term Benchmark Loan other than on the last day of the Interest Period applicable thereto or the conversion of any SONIA Loan other than on the Interest Payment Date therefor, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(e) and is revoked in accordance therewith) or (d) the assignment of any SONIA Loan other than on the Interest Payment Date thereof or any Eurocurrency Loan or Alternative Currency Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 or Section 9.02(c), then, in any such event, the Borrower shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender under the relevant Facility for the actual loss, cost and expense attributable to such event (including, without limitation, any loss, cost, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its Eurocurrency Loans, Alternative Currency Term Benchmark Loans or SONIA Loans). A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt of such demand. Notwithstanding the foregoing, this Section 2.14 will not apply to losses, costs or expenses resulting from Taxes, as to which Section 2.15 shall govern.

SECTION 2.15 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If the applicable Withholding Agent shall be required by applicable Requirements of Law to withhold or deduct any Taxes from such payments, then (i) the applicable Withholding Agent shall make such withholdings or deductions, (ii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law and (iii) if the Tax in question is an Indemnified Tax or Other Tax, the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions of Indemnified Taxes or Other Taxes have been made (including deductions applicable to additional amounts payable under this Section 2.15) the Administrative Agent, any Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such withholdings or deductions of Indemnified Taxes or Other Taxes been made.

(b) Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Requirements of Law, or at the option of the Administrative Agent, timely reimburse it for the payment of any other Taxes.

(c) Without duplication of amounts paid by the Borrower pursuant to Sections 2.15(a) or (b), the Borrower shall indemnify the Administrative Agent, each Lender and each Issuing Bank, within 30 days after written demand therefor, for the full amount of any Indemnified or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.15) payable or paid by, or required to be withheld from a payment to, the Administrative

Agent, such Lender or such Issuing Bank, as the case may be, and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Any Lender or Issuing Bank seeking indemnity pursuant to this Section 2.15(c) shall promptly notify the Borrower of the imposition of the relevant Indemnified or Other Taxes. A certificate setting forth in reasonable detail the basis and calculation of the amount of such payment or liability delivered to the Borrower by a Lender, an Issuing Bank or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.15, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) ~~(ii)~~(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(e)(ii)(1), (ii)(2) and (ii)(4) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

~~(iii)~~ Without limiting the foregoing:

(1) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(2) each Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code shall to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which it becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) whichever of the following is applicable:

(A) in the case of such a Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with

respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty,

(B) executed copies of IRS Form W-8ECI,

(C) in the case of such a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit P-1 to the effect that such Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN or W-8BEN-E, or

(D) to the extent such Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit P-2 or Exhibit P-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Lender is a partnership and one or more direct or indirect partners of such Lender are claiming the portfolio interest exemption, such Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit P-4 on behalf of each such direct and indirect partner;

(3) each Lender that is not a “United States person” within the meaning of Section 7701(a)(30) of the Code shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(4) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment.

Solely for purposes of this clause (4), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

~~(iii)~~ (ii) The Administrative Agent shall deliver to the Borrower, on or prior to the date on which it becomes a party to this Agreement, either: (i) two duly completed copies of IRS Form W-9, or (ii) two duly completed copies of IRS Form W-8IMY, with the effect that the Borrower may make payments to the Administrative Agent, to the extent such payments are received by the Administrative Agent as an intermediary, without deduction or withholding of any Taxes imposed by the United States. The Administrative Agent, each Lender and each Issuing Bank agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (g).

(h) The agreements in this Section 2.15 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. For the avoidance of doubt, for purposes of this Section 2.15, the term "Requirements of Law" includes FATCA.

SECTION 2.16 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it under any Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.13, 2.14 or 2.15, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m. (New York City time in the case of payments denominated in Dollars or Canadian Dollars, or London time in the case of any payments denominated in an Alternative Currency)), on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent, except payments to be made directly to any Issuing Bank or the Swingline Lender as expressly provided herein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment (other than payments on the Eurocurrency Loans, Term SOFR Loans and the Alternative Currency Term Benchmark Loans) under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan, Term SOFR Loan or Alternative Currency Term Benchmark Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate for the period of such extension. Except as otherwise expressly provided herein and except with respect to principal of or interest on Loans denominated in an Alternative Currency, all such payments shall be made in Dollars to such account as may be specified by the Administrative Agent. Except as otherwise expressly provided herein and except with respect to principal of or interest on Loans denominated in Dollars, all payments by the Borrower hereunder with respect to principal of and interest on Loans denominated in any Alternative Currency shall be made in such Alternative Currency to such account as may be specified by the Administrative Agent. If, for any reason, the Borrower is prohibited by any Requirements of Law from making any required payment hereunder in an Alternative Currency, the Borrower shall make such payment in Dollars in the Dollar Amount of the Alternative Currency payment amount.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due under any Facility, such funds shall be applied, (1) first, towards payment of interest and fees then due under such Facility, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (2) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans of a given Class or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of such Class or participations in LC Disbursements or Swingline Loans and accrued interest thereon than the proportion received by any other Lender with outstanding Loans of the same Class or participations in LC Disbursements or Swingline Loans, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of such Class or participations in LC Disbursements or Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in

accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class or participations in LC Disbursements or Swingline Loans, *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from existence of a Defaulting Lender), (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant or (C) any disproportionate payment obtained by a Lender of any Class or participations in LC Disbursements or Swingline Loans as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans of that Class or participations in LC Disbursements or Swingline Loans or any increase in the Applicable Rate in respect of Loans or participations in LC Disbursements or Swingline Loans of Lenders that have consented to any such extension. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or Issuing Banks hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption and in its sole discretion, distribute to the Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(a), 2.04(b), 2.16(d) or 9.03(c), then the Administrative Agent may, in its discretion and in the order determined by the Administrative Agent (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Section until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and to be applied to, any future funding obligations of such Lender under any such Section.

SECTION 2.17 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.13, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority or other recipient for the account of any Lender pursuant to Section 2.15 or any event that gives rise to the operation of Section 2.21, then following request by the Borrower such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or participations in any Letters of Credit affected by such event, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or Section 2.15 or mitigate the applicability of Section 2.21, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not be inconsistent

with the internal policies of, or otherwise be disadvantageous in any material economic, legal or regulatory respect to, such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.13 or gives notice under Section 2.21, (ii) the Borrower is required to pay any additional amount to any Lender or to any Governmental Authority or other recipient for the account of any Lender pursuant to Section 2.15, or (iii) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment and delegation), *provided* that (A) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consents, in each case, shall not unreasonably be withheld or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and unreimbursed participations in LC Disbursements and Swingline Loans, accrued but unpaid interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) the Borrower or such assignee shall have paid (unless waived) to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(ii) and (D) in the case of any such assignment resulting from a claim for compensation under Section 2.13, payment required to be made pursuant to Section 2.15 or a notice given under Section 2.21, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise (including as a result of any action taken by such Lender under paragraph (a) above), the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment ~~need not be a party thereto~~ Increased Loans and Commitments.

SECTION 2.18 Increased Loans and Commitments

(a) At any time and from time to time after the Effective Date and prior to the Amendment No. 8 Effective Date, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly make available to each of the Lenders), request to effect (x) one or more increases in the Revolving Commitments of any Revolving Facility (each such increase, an “Incremental Revolving Increase” or, solely to the extent set forth in Section 2.18(e) below, provide commitment under a new Revolving Facility (an “Incremental Revolving Facility”) and/or (y) one or more increases in the aggregate amount of Term Loans of any Class then outstanding or one or more additional tranches of term loans hereunder in the form of an additional tranche of term loans comprising a new Class hereunder (each such increase of term loans or additional tranche of term loans, an “Incremental Term Loan”), in each case from one or more the Additional Lenders (which may include any Lender (each of which shall be entitled to agree or decline to participate in its sole discretion), but the Borrower shall not be obligated to offer to any Lender the opportunity to participate in any Incremental Facility); *provided* that at the time of each such request and upon the effectiveness of each Incremental Facility Amendment, (A) (i) no Event of Default shall have occurred and be continuing (except in connection with a Permitted Acquisition or any other Investment

not prohibited by the terms of this Agreement, which shall be subject to no continuing Event of Default under clauses (a), (b), (h) or (i) of Section 7.01) or shall result therefrom and (ii) the representations and warranties set forth Article III shall be true and correct in all material respects (except in connection with a Permitted Acquisition or any other Investment not prohibited by the terms of this Agreement, which shall be subject to, if and only to the extent required by the Lenders providing such Incremental Facility, customary "SunGard" or "certain funds" conditionality), (B) the maturity date of any Incremental Term Loans shall not be earlier than the Initial Term Maturity Date and the Weighted Average Life to Maturity of the Incremental Term Loans shall not be shorter than the remaining Weighted Average Life to Maturity of the Initial Term Loans (*provided* that this clause (B) shall not apply to up to \$75,000,000 in Incremental Term Loans as selected by the Borrower), (C) the pricing, interest rate margins, rate floors, fees, premiums, funding discounts and, subject to clause (B), the maturity and amortization schedule for any Incremental Facility shall be determined by the Borrower and the applicable Additional Lenders, (D)(i) the Incremental Facility shall be secured solely by the Collateral on an equal and ratable basis with the Secured Obligations and (ii) no Incremental Facility shall be guaranteed by entities other than the Guarantors, (E) any Incremental Facility shall be on terms and pursuant to documentation to be determined by the Borrower and the applicable Additional Lenders; *provided*, that to the extent such terms and documentation with respect to any Incremental Term Loans are not consistent with the Initial Term Loans (except to the extent permitted by clause (B) or (C) above), they shall be reasonably satisfactory to the Administrative Agent (except for covenants or other provisions applicable only to the periods after the Latest Maturity Date) (it being understood that, to the extent that any financial maintenance covenant or any other term more favorable to the Additional Lenders than the terms of this Agreement is added for the benefit of any Incremental Term Facility, no consent shall be required from the Administrative Agent or any of the then existing Term Lenders to the extent that such financial maintenance covenant or other such term is (1) also added for the benefit of any existing Term Loans or (2) only applicable after the Latest Maturity Date) and (F) such Incremental Facility may be provided in any currency as mutually agreed among the Administrative Agent, the Borrower and the applicable Additional Lenders. Notwithstanding anything to contrary herein, the sum of (i) the aggregate principal amount of all Incremental Term Loans and Incremental Revolving Facilities and (ii) the aggregate principal amount of Incremental Equivalent Debt incurred after the Effective Date pursuant to Section 6.01(a)(xxiii) shall not at the time of incurrence of any such Incremental Facility (which, in the case of any Incremental Revolving Increase or Incremental Revolving Facility, shall be the time of effectiveness of the commitments therefor) or Incremental Equivalent Debt (and after giving effect to such incurrence) exceed the Incremental Cap at such time. Each Incremental Facility shall be in a minimum principal amount of the Dollar Amount of \$10,000,000 and integral multiples of the Dollar Amount of \$1,000,000 in excess thereof (unless the Borrower and the Administrative Agent otherwise agree); *provided* that such amount may be less than the Dollar Amount of \$10,000,000 if such amount represents all the remaining availability set forth above at the time of determination.

(b) In the event that, only during the period commencing on the Effective Date and ending on the first anniversary of the Effective Date, the Applicable Rates for any Incremental Term Loan incurred pursuant to clause (a) of the definition of "Incremental Cap" and which (i) (together with all previously incurred Incremental Term Loans) are issued in an aggregate principal amount in excess of \$75,000,000 and (ii) have a maturity date less than two years after the Latest Maturity Date, are greater than the Applicable Rates for the Initial Term Loans by more than 0.50% per annum, then the Applicable Rates for the Initial Term Loans shall be increased to the extent necessary so that the Applicable Rates for the Initial Term Loans are equal to the Applicable Rates for such Incremental Term Loans minus 0.50% per annum; *provided* that with respect to any Incremental Term Loans that do not bear interest at a rate determined by reference to the Eurocurrency Rate, for purposes of calculating the applicable increase (if any) in the Applicable Rates for the Initial Term Loans in the preceding provisos, the Applicable Rate for such Incremental Term Loans shall be deemed to be the interest rate (calculated after giving effect to any increases required pursuant to the immediately succeeding proviso) of such

Incremental Term Loans minus the then applicable LIBO Rate; *provided further*, that in determining the Applicable Rates applicable to the Initial Term Loans and such Incremental Term Loans, (x) original issue discount (“OID”) or upfront fees (which shall be deemed, solely for purposes of this clause (x), to constitute like amounts of OID) or other fees payable by the Borrower to the Lenders of the Initial Term Loans and such Incremental Term Loans in the initial primary syndication thereof shall be included (with OID or upfront fees or other fees being equated to interest based on an assumed four-year life to maturity), (y) (1) with respect to the Initial Term Loans, to the extent that the LIBO Rate for a three-month interest period on the closing date of the applicable Incremental Facility Amendment is less than 1.00%, the amount of such difference shall be deemed added to the Applicable Rate for the Initial Term Loans solely for the purpose of determining whether an increase in the Applicable Rate for the Initial Term Loans shall be required and (2) with respect to such Incremental Term Loans, to the extent that the LIBO Rate for a three-month interest period on the closing date of the applicable Incremental Facility Amendment is less than the interest rate floor, if any, applicable to such Incremental Term Loans, the amount of such difference shall be deemed added to the Applicable Rate for such Incremental Term Loans solely for the purpose of determining whether an increase in the Applicable Rate for the Initial Term Loans shall be required and (z) any arrangement, commitment or similar fees payable to the Lead Arrangers (or their respective Affiliates) in connection with the Initial Term Loans or to one or more arrangers (or their Affiliates) or other providers of such Incremental Term Loans shall be excluded.

(c) ~~(i)~~ Each notice from the Borrower pursuant to this Section shall set forth the requested amount of the relevant Incremental Facility.

(ii) Commitments in respect of any Incremental Facility shall become Commitments under this Agreement pursuant to an amendment (an “Incremental Facility Amendment”) to this Agreement and, as appropriate, the other Loan Documents executed by the Borrower, such Additional Lender and the Administrative Agent. Commitments in respect of any Incremental Facility may be provided, subject to the prior written consent of the Borrower (not to be unreasonably withheld), by any existing Lender (it being understood that no existing Lender shall have any right to participate in any Incremental Facility or, unless it agrees, be obligated to provide any Commitments in respect of any Incremental Facility) or by any Additional Lender. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to (x) effect the provisions of this Section and/or (y) so long as such amendments are not, in the reasonable opinion of the Administrative Agent, materially adverse to the Lenders, maintain the “fungibility” of any such Incremental Facility with any Class of then-outstanding Loans hereunder.

(d) Upon the effectiveness of each Incremental Facility pursuant to this Section, each Additional Lender shall extend revolving commitments or make additional term loans, as applicable, to the Borrower in a principal amount equal to such Lender’s Commitments in respect of such Incremental Facility. Any such revolving commitments shall be “Revolving Commitments” for all purposes of this Agreement and the other Loan Documents, and any such term loans shall be “Term Loans” for all purposes of this Agreement and the other Loan Documents.

(e) Any Incremental Revolving Facility (other than an Incremental Revolving Increase) shall be in the form of a separate “first-in, last-out” or “last-out” tranche (the “FILO Tranche”) with interest rate margins, rate floors, upfront fees, funding discounts and original issue discounts and advance rates, in each case to be agreed upon (which, for the avoidance of doubt, shall not require any adjustment to the Applicable Rate or other Revolving Facility) among the Borrower and the Additional Lenders providing the FILO Tranche so long as (1) any loans and related obligations in respect of the FILO Tranche are not be guaranteed by any Person other than the Guarantors and are not secured by any assets other than

Collateral; (2) as between (x) the Revolving Loans (other than the FILO Tranche) and other Loan Document Obligations, the Secured Management Obligations and the Secured Swap Obligations and (y) the FILO Tranche, all proceeds from the liquidation or other realization of the Collateral or application of funds under Section 7.02 shall be applied, first to obligations owing under, or with respect to, the Revolving Loans (other than the FILO Tranche) and other Loan Document Obligations, the Secured Cash Management Obligations and the Secured Swap Obligations, and second to the FILO Tranche; (3) the Borrower may not prepay Loans under the FILO Tranche or terminate or reduce the commitments in respect thereof at any time that other Revolving Loans (including Swingline Loans) or commitments in respect thereof and/or amounts owed in respect of LC Disbursements (unless cash collateralized or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent) are outstanding; (4) no changes affecting the priority status of the Revolving Loans (other than the FILO Tranche) and other Loan Document Obligations, the Secured Cash Management Obligations and the Secured Swap Obligations vis-à-vis the FILO Tranche may be made without the consent of each of the Revolving Lenders (other than the Revolving Lenders under FILO Tranche), (5) the final maturity of any FILO Tranche shall not occur, and no FILO Tranche shall require mandatory commitment reductions prior to, the Maturity Date of the Initial Revolving Commitments and (6) except as otherwise set forth in this Section 2.18(e), the terms of any such FILO Tranche shall be reasonably acceptable to the Administrative Agent.

(f) Notwithstanding anything to the contrary, this Section 2.18 shall supersede any provisions in Section 2.16 or Section 9.02 to the contrary and no Indebtedness may be incurred pursuant to this Section 2.18 on and after the Amendment No. 8 Effective Date.

SECTION 2.19 Refinancing Amendments.

(a) At any time after the Effective Date and prior to the Amendment No. 8 Effective Date, the Borrower may obtain, from any Lender or any Additional Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Loans then outstanding under this Agreement (which will be deemed to include any then outstanding Other Loans), in the form of Other Loans or Other Commitments, in each case pursuant to a Refinancing Amendment; *provided* that the Net Proceeds of such Credit Agreement Refinancing Indebtedness shall be applied, substantially concurrently with the incurrence thereof, to the prepayment of outstanding Loans being so refinanced (and in the case of any Other Revolving Facility, the termination of the corresponding Revolving Commitments for such Revolving Loans being so refinanced). Each Class of Credit Agreement Refinancing Indebtedness incurred under this Section 2.19 shall be in an aggregate principal amount that is (i) not less than the Dollar Amount of \$10,000,000 and (ii) an integral multiple of the Dollar Amount of \$1,000,000 in excess thereof (unless the Borrower and the Administrative Agent otherwise agree). The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Loans and/or Other Commitments). Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section.

(b) Notwithstanding anything to the contrary, this Section 2.19 shall supersede any provisions in Section 2.16 or Section 9.02 to the contrary-

SECTION 2.20 Defaulting Lenders.

(a) General. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.02.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to each Issuing Bank and the Swingline Lender under the relevant Facility; third, to cash collateralize the Issuing Banks' LC Exposure (if any) with respect to such Defaulting Lender in accordance with Section 2.24(j); fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan under the relevant Facility in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under the relevant Facility; sixth, to the payment of any amounts owing to the Lenders, the Issuing Banks and the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, such Issuing Bank or Swingline Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to any Loan Party as a result of any judgment of a court of competent jurisdiction obtained by any Loan Party against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, subject to the last sentence of Section 2.09(e), to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if such payment is a payment of the principal amount of any Loans or LC Disbursements and such Lender is a Defaulting Lender under clause (a) of the definition thereof, such payment shall be applied solely to pay the relevant Loans of, and LC Disbursements owed to, the relevant non-Defaulting Lenders on a pro rata basis prior to being applied pursuant to Section 2.24(j). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to Section 2.24(j) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender shall not be entitled to receive or accrue any commitment fee pursuant to Section 2.10(a) or any fees in respect of Letters of Credit pursuant to Section 2.10(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(iv) Reallocation of Swingline Exposure and LC Exposure. If any Swingline Exposure or LC Exposure exists at the time a Revolving Lender becomes a Defaulting Lender then:

(A) all or any part of such Swingline Exposure and LC Exposure shall be reallocated among the non-Defaulting Lenders under the relevant Facility in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Exposures plus such Defaulting Lender's Swingline Exposure and LC Exposure does not exceed the total of all non-Defaulting Lenders' Revolving Commitments under the relevant Facility as of such date and (y) no such non-Defaulting Lender's Revolving Exposure under any Facility shall exceed such Revolving Lender's Revolving Commitment under such Facility at such time; and

(B) If the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within three (3) Business Days following notice by the Administrative Agent (x) first, prepay the Swingline Exposure of such Defaulting Lender and (y) second, cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.24(j) for so long as such LC Exposure is outstanding;

(C) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to this Section 2.22(a)(iv), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(D) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to this Section 2.22(c), then the fees payable to the Revolving Lenders pursuant to Section 2.10(a) and Section 2.10(b) shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Share (calculated without regard to such Defaulting Lender's Commitment); or

(E) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.20(a)(iv), then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until such LC Exposure is cash collateralized and/or reallocated.

(v) Swingline Loans and Letters of Credit. So long as any Revolving Lender is a Defaulting Lender, the Swingline Lender under any affected Facility shall not be required to fund any Swingline Loan and the Issuing Banks thereunder shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.20(a)(iv), and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loan shall be allocated among Revolving Lenders that are not Defaulting Lenders in a manner consistent with Section 2.20(a)(iv) (and Revolving Lenders that are Defaulting Lenders shall not participate therein).

(b) Defaulting Lender Cure.

(i) If the Borrower and the Administrative Agent, each Issuing Bank (if applicable) and the Swingline Lender (if applicable) agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so

notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(ii) After a determination pursuant to clause (i) above with respect to a Revolving Lender, then the Swingline Exposure and LC Exposure of the other Revolving Lenders under each relevant Facility shall be readjusted to reflect the inclusion of such Revolving Lender's Revolving Commitment and on such date such Revolving Lender shall purchase at par such of the Revolving Loans of the other Revolving Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Revolving Lender to hold such Revolving Loans in accordance with its Pro Rata Share (without giving effect to Section 2.20(a)(iv)).

SECTION 2.21 Illegality. If any Lender reasonably determines that any law has made it unlawful, or any Governmental Authority has asserted that it is unlawful, for any Lender to make, maintain or fund Loans whose interest is determined by reference to Daily Simple SONIA, the Adjusted LIBO Rate, Alternative Currency Term Benchmark Rate or Term SOFR Rate (whether denominated in Dollars or an Alternative Currency), or to determine or charge interest rates based upon Daily Simple SONIA, the Adjusted LIBO Rate, Alternative Currency Term Benchmark Rate or Term SOFR Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue SONIA Loans, Eurocurrency Loans, Alternative Currency Term Benchmark Loans or Term SOFR Loans, as applicable, in the affected currency or currencies or to convert ABR Loans to Eurocurrency Loans, Alternative Currency Term Benchmark Loans, Term SOFR Loans or SONIA Loans, as applicable, in the affected currency or currencies shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Adjusted LIBO Rate or Term SOFR Rate (as applicable) component of the Alternate Base Rate, the interest rate on such ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Adjusted LIBO Rate or Term SOFR Rate (as applicable) component of the Alternate Base Rate until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon three Business Days' notice from such Lender (with a copy to the Administrative Agent), prepay or (I) if applicable and such Loans are denominated in Dollars, convert all Eurocurrency Loans or Term SOFR Rate (as applicable) denominated in Dollars of such Lender to ABR Loans (the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Adjusted LIBO Rate or Term SOFR Rate (as applicable) component of the Alternate Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurocurrency Loans, or (II) if applicable and such Loans are denominated in an Alternative Currency, to the extent the Borrower and the applicable Revolving Lenders agree, convert such Loans to Loans bearing interest at an alternative rate mutually acceptable to the Borrower and all of the applicable Revolving Lenders, in each case, either on the last day of the Interest Period therefor, if such Revolving Lender may lawfully continue to maintain such Eurocurrency Loans or the next Interest Payment Date if such Revolving Lender may lawfully continue to maintain such Alternative Currency Term Benchmark Loans or SONIA Loans, as applicable, to such day, or immediately, if such Revolving Lender may not lawfully continue to maintain such Eurocurrency Loans, Alternative Currency Term Benchmark Loans or Term SOFR Loans or SONIA Loans, as

applicable; provided, however, that if the Borrower and the applicable Lender cannot agree within a reasonable time on an alternative rate for such Loans denominated in an Alternative Currency, the Borrower may, at its discretion, either (i) prepay such Loans, (ii) convert such Loans into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) or (ii) maintain such Loans outstanding, in which case, the interest rate payable to the applicable Lender on such Loans will be the rate determined by such Revolving Lender as its cost of funds to fund a Borrowing of such Loans with maturities comparable to the Interest Period applicable thereto plus the Applicable Rate unless the maintenance of such Loans outstanding on such basis would not stop the conditions described in the first sentence of this Section 2.21 from existing (in which case the Borrower shall be required to prepay such Loans), and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Adjusted LIBO Rate or Term SOFR Rate (as applicable), the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Adjusted LIBO Rate or Term SOFR Rate (as applicable) component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Adjusted LIBO Rate or Term SOFR Rate. Each Lender agrees to notify the Administrative Agent and the Borrower in writing promptly upon becoming aware that it is no longer illegal for such Lender to determine or charge interest rates based upon Daily Simple SONIA, the Adjusted LIBO Rate, Alternative Currency Term Benchmark Rate or Term SOFR Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

SECTION 2.22 ~~Loan Modification Offers~~[Reserved].

~~(a) At any time after the Effective Date, the Borrower may on one or more occasions, by written notice to the Administrative Agent, make one or more offers (each, a "Loan Modification Offer") to all the Lenders of one or more Classes (each Class subject to such a Loan Modification Offer, an "Affected Class") to effect one or more Permitted Amendments relating to such Affected Class pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Borrower (including mechanics to permit cashless rollovers and exchanges by Lenders). Such notice shall set forth (i) the terms and conditions of the requested Permitted Amendment and (ii) the date on which such Permitted Amendment is requested to become effective. Permitted Amendments shall become effective only with respect to the Loans and Commitments of the Lenders of the Affected Class that accept the applicable Loan Modification Offer (such Lenders, the "Accepting Lenders") and, in the case of any Accepting Lender, only with respect to such Lender's Loans and Commitments of such Affected Class as to which such Lender's acceptance has been made. The effectiveness of any Permitted Amendment shall not be conditioned to the absence of any defaults, compliance with any financial measures or any "most favored nation" pricing requirements, unless otherwise agreed to by the Borrower in the applicable Loan Modification Offer.~~

~~(b) A Permitted Amendment shall be effected pursuant to a Loan Modification Agreement executed and delivered by Holdings, the Borrower, each applicable Accepting Lender and the Administrative Agent; provided that no Permitted Amendment shall become effective unless Holdings and the Borrower shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents as shall be reasonably requested by the Administrative Agent in connection therewith. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement. Each Loan Modification Agreement may, without the consent of any Lender other than the applicable Accepting Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section~~

~~2.22, including any amendments necessary to treat the applicable Loans and/or Commitments of the Accepting Lenders as a new “Class” of loans and/or commitments hereunder.~~

~~(e) If, in connection with any proposed Loan Modification Offer, any Lender of an Affected Class declines to consent to such Loan Modification Offer on the terms and by the deadline set forth in such Loan Modification Offer (each such Lender, a “Non-Accepting Lender”) then the Borrower may, on notice to the Administrative Agent and the Non-Accepting Lender, (i) replace such Non-Accepting Lender in whole or in part by causing such Lender to (and such Lender shall be obligated to) assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04) all or any part of its interests, rights and obligations under this Agreement in respect of the Loans and Commitments of the Affected Class to (x) in the case of any Class of Term Loans, one or more Eligible Assignees (which Eligible Assignee may be another Lender, if a Lender accepts such assignment) or (y) in the case of any Class of Revolving Commitments, to one or more Persons approved (other than any Person that is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender at such time, in which case no such approval shall be required) by the Administrative Agent (such approval in each case not to be unreasonably withheld or delayed), each Issuing Bank and the Swingline Lender under the relevant Facility; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender; provided further, that (a) the applicable assignee shall have agreed to provide Loans and/or Commitments on the terms set forth in the applicable Permitted Amendment, (b) such Non-Accepting Lender shall have received payment of an amount equal to the outstanding principal of the Loans of the Affected Class assigned by it pursuant to this Section 2.22(e), accrued interest thereon, accrued fees and all other amounts (including any amounts under Section 2.09(a)(i)) payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) and (c) unless waived, the Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b).~~

~~(d) Notwithstanding anything to the contrary, this Section 2.22 shall supersede any provisions in Section 2.16 or Section 9.02 to the contrary.~~

SECTION 2.23 Swingline Loans.

(a) Swingline Facilities.

(i) Subject to the terms and conditions set forth herein, each Swingline Lender under the Revolving Facilities in reliance upon the agreements of the other Revolving Lenders for such Revolving Facility set forth in this Section 2.23, make available Swingline Loans denominated in Dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans under the applicable Revolving Facility exceeding the Swingline Sublimit for such Revolving Facility, (ii) any Revolving Lender's Revolving Exposure for the applicable Revolving Facility exceeding such Revolving Lender's Revolving Commitment for such Revolving Facility or (iii) the total Revolving Exposures for the applicable Revolving Facility exceeding the aggregate amount of Revolving Commitments for such Revolving Facility, in each case, at such time; *provided*, that a Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. Swingline Loans shall bear interest at the rate then applicable to Revolving Loans based on the Alternate Base Rate under the applicable Revolving Facility. To request a Swingline Loan, the Borrower shall notify the Administrative Agent of such request by facsimile or electronic communication (if arrangements for doing so have been approved by the Administrative Agent), not later than 3:00 p.m., New York City time,

on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise the Swingline Lender under the relevant Revolving Facility of any such notice received from the Borrower. Such Swingline Lender shall make each Swingline Loan available to the Borrower by means of a credit in accordance with the instructions of the Borrower (including, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.24(e), by remittance to the applicable Issuing Bank, and in the case of repayment of another Loan or fees or expenses, by remittance to the Administrative Agent to be distributed to the relevant Lenders) on the requested date of such Swingline Loan.

(ii) To facilitate administration of the Revolving Loans, the Revolving Lenders and the Administrative Agent agree (which agreement is solely among them, and not for the benefit of or enforceable by the Borrower) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among them as to the Revolving Loans under each Facility, and Swingline Loans under each Revolving Facility, shall take place on a periodic basis in accordance with this clause (a)(ii). The Administrative Agent shall request settlement (a "Settlement") with the Revolving Lenders on at least a bi-weekly basis, or on a more frequent basis if so determined by the Administrative Agent, (A) on behalf of the applicable Swingline Lender, with respect to each outstanding Swingline Loan and (B) with respect to collections received, in each case, by notifying the applicable Revolving Lenders of such requested Settlement by facsimile or other electronic form of transmission, of such requested Settlement, no later than 1:00 p.m. New York City time, on the date of such requested Settlement (the "Settlement Date"). Each applicable Revolving Lender (other than the Swingline Lender, in the case of Swingline Loans) shall make the amount of such Revolving Lender's Pro Rata Share of the outstanding principal amount of the Swingline Loans with respect to which Settlement is requested available to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 3:00 p.m., New York City time, on the Settlement Date applicable thereto, which may occur before or after the occurrence or during the continuation of a Default or an Event of Default and whether or not the applicable conditions precedent set forth in Article IV have then been satisfied without regard to any minimum amount specified therein. Such amounts made available to the Administrative Agent shall be applied against the amounts of the applicable Swingline Loan and, together with the portion of such Swingline Loan representing the Swingline Lender's pro rata share thereof, shall constitute Revolving Loans of the Revolving Lenders under such Facility. If any such amount is not made available to the Administrative Agent by any Revolving Lender on the Settlement Date applicable thereto, the Administrative Agent shall, on behalf of the applicable Swingline Lender with respect to each outstanding Swingline Loan, be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Alternate Base Rate for the first three days from and after the Settlement Date and thereafter at the interest rate then applicable to Revolving Loans. Between Settlement Dates, the Administrative Agent may pay over to the applicable Swingline Lender any payments received by the Administrative Agent, which in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to such Swingline Lender's Revolving Loans or Swingline Loans. If, as of any Settlement Date, collections received since the then immediately preceding Settlement Date have been applied to such Swingline Lender's Revolving Loans, such Swingline Lender shall pay to the Administrative Agent for the accounts of the applicable Revolving Lenders, to be applied to the outstanding Revolving Loans of such Revolving Lenders, an amount such that each Revolving Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans under such Facility. During the period between Settlement Dates, each Swingline Lender with respect to its Swingline Loans, and each Revolving Lender

with respect to its Revolving Loans, shall be entitled to interest thereon at the applicable rate or rates payable under this Agreement.

(iii) In addition, a Swingline Lender under a Facility may by written notice given to the Administrative Agent not later than 1:00 p.m., New York City time, on any Business Day require the Revolving Lenders under such Revolving Facility to acquire participations on such Business Day in all or a portion of its outstanding Swingline Loans under such Revolving Facility. Such notice shall specify the aggregate amount of Swingline Loans in which Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Revolving Lender under the applicable Revolving Facility, specifying in such notice such Revolving Lender's Pro Rata Share of such Swingline Loan or Loans. Each Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of a Swingline Lender under a Facility, such Revolving Lender's Pro Rata Share of such Swingline Loan or Loans. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.04 with respect to Revolving Loans made by such Revolving Lender (and Section 2.04 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph. Any amounts received by a Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan under a Revolving Facility after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lender, as their interests may appear; *provided* that any such payment so remitted shall be repaid to the Swingline Lender or the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(b) Termination and Appointment. The Borrower may terminate the appointment of any Swingline Lender as a "Swingline Lender" hereunder by providing a written notice thereof to such Swingline Lender, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Swingline Lender's acknowledging receipt of such notice and (ii) the fifth Business Day following the date of the delivery thereof; *provided* that no such termination shall become effective until and unless the Swingline Exposure of such Swingline Lender shall have been reduced to zero. Notwithstanding the effectiveness of any such termination, the terminated Swingline Lender shall remain a party hereto and shall continue to have all the rights of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such termination, but shall not make any additional Swingline Loans. After notice to the Administrative Agent, the Borrower may appoint any other Revolving Lender as a "Swingline Lender" so long as such Revolving Lender agrees to such appointment.

SECTION 2.24 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein (including the proviso to the definition of “LC Sublimit” and “Issuing Bank”), (i) each Issuing Bank agrees, in reliance upon the agreements of the other Revolving Lenders set forth in this Section 2.24, (A) from time to time on any Business Day during the period from the Effective Date to but not including the 5th Business Day prior to the Maturity Date for the applicable Revolving Facility, upon the request of the Borrower, to issue Letters of Credit denominated in Dollars or an Alternative Currency and issued on sight basis only for the account of the Borrower (or any Restricted Subsidiary of the Borrower so long as the Borrower is a joint and several co-applicant, and references to the “Borrower” in this Section 2.24 shall be deemed to include reference to such Restricted Subsidiary), and to amend or renew Letters of Credit previously issued by it, in accordance with Section 2.24(b), and (B) to honor drafts under the Letters of Credit, and (ii) the Revolving Lenders under each Facility severally agree to participate in the Letters of Credit issued pursuant to Section 2.24(d) under such Facility; *provided* that no Letters of Credit shall be issued if the Administrative Agent receives notice from the Required Revolving Lenders that the conditions set forth in Article IV have not been satisfied. Subject to the terms and conditions hereof, the Borrower’s ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit, the Borrower shall hand deliver or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Administrative Agent, at least five (5) Business Days in advance of the requested date of issuance (or such shorter period as is acceptable to the applicable Issuing Bank), a completed Letter of Credit application in a form reasonably acceptable to the applicable Issuing Bank. To request an amendment, extension or renewal of a Letter of Credit, the Borrower shall submit such an application to the applicable Issuing Bank and the Administrative Agent at least two (2) Business Days in advance of the requested date of amendment, extension or renewal, identifying the Letter of Credit to be amended, renewed or extended, and specifying the proposed date (which shall be a Business Day) and other details of the amendment, extension or renewal. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of Letter of Credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended, renewed or extended if (and on issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed the LC Sublimit with respect to the applicable Revolving Facility, (ii) no Issuing Bank’s LC Exposure shall exceed its Individual LC Sublimit and (iii) the Revolving Exposures shall not exceed the Total Revolving Commitments with respect to the applicable Revolving Facility, in each case at such time. Promptly after the delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable Issuing Bank will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. Promptly after receipt of such Letter of Credit or amendment, the Administrative Agent shall notify the Revolving Lenders, in writing, of such Letter of Credit or amendment, and if so requested by a Revolving Lender the Administrative Agent will provide such Revolving Lender with copies of such Letter of Credit or amendment. With respect to Commercial Letters of Credit, each Issuing Bank shall, on the first Business Day of each month, submit to the Administrative Agent, by facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing

Bank), a report detailing the daily aggregate total of Commercial Letters of Credit for the previous calendar month.

(c) Expiration Date. Each Standby Letter of Credit shall expire not later than the date that is twelve months after the date of the issuance of such Letter of Credit; *provided* that any Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; *provided further* that any Letter of Credit which extends beyond the Maturity Date shall be cash collateralized pursuant to clause (j) of this Section 2.24 on or before the date that is five (5) Business Days prior to the Maturity Date. Each Commercial Letter of Credit shall expire on the earlier of (i) 120 days after the date of the issuance of such Commercial Letter of Credit and (ii) 5 Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, the applicable Issuing Bank hereby grants to each Revolving Lender under the relevant Revolving Facility, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent in Dollars or the applicable Alternative Currency, for the account of the applicable Issuing Bank, such Lender's Pro Rata Share of each LC Disbursement made by such Issuing Bank and not reimbursed by the relevant Borrower on the date due as provided in paragraph (e) of this Section 2.24, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments under the applicable Facility, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the applicable Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount in Dollars or the applicable Alternative Currency equal to such LC Disbursement not later than (i) 3:00 p.m. (New York City time in the case of a Letter of Credit denominated in Dollars, or 12:00 p.m. New York City time the case of any Letter of Credit denominated in an Alternative Currency), on the Business Day immediately following the date the Borrower is presented notice of such LC Disbursement under paragraph (g) of this Section 2.24; *provided* that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.23 that such payment be financed with ABR Loans or Swingline Loans under that Facility in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Loans or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due in Dollars or the applicable Alternative Currency from the relevant Borrower in respect thereof and such Lender's Pro Rata Share thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Pro Rata Share of the payment then due from the Borrower, in the same manner as provided in Section 2.04 with respect to Loans made by such Lender under the relevant Facility (and Section 2.04 shall apply, *mutatis mutandis*, to the payment obligations of such Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from such Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment in Dollars or the

applicable Alternative Currency and in the same funds as those received by the Administrative Agent to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section 2.24 shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.24(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder or (v) any adverse change in the relevant exchange rates or in the availability of any Alternative Currency to the Borrower or in the relevant currency markets generally. Neither the Administrative Agent, the Revolving Lenders nor any Issuing Bank, nor any of their respective Related Persons, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of such Issuing Bank; *provided* that the foregoing shall not be construed to excuse such Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable laws) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of the applicable Issuing Bank (as determined by a final, non-appealable judgment of a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower by facsimile or electronic communication (if arrangements for doing so have been approved by the applicable Issuing Bank) of such demand for payment and whether such Issuing Bank has made or will make a LC Disbursement thereunder; *provided* that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the

unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Loans; *provided that*, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section 2.24, then Section 2.24(b) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to clause (e) of this Section 2.24 to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. An Issuing Bank may be replaced at the written request of the Borrower and without the consent of the Administrative Agent at any time by written agreement among the Borrower, the replaced Issuing Bank and the successor Issuing Bank, and acknowledged by the Administrative Agent. The Administrative Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term “Issuing Bank” shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing, or (ii) if and to the extent required in accordance with the provisions of Section 2.07, 2.20 or 2.24, on the Business Day following the date that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, upon such demand, the Borrower shall deposit, in an account or accounts with the Administrative Agent(s), in the name of the Administrative Agent and for the benefit of the Revolving Lenders (each, an “LC Collateral Account”), an amount in cash in Dollars or the applicable Alternative Currency, equal to 102% of the LC Exposure under each relevant Facility as of such date; *provided that* the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.01(h) or (i); *provided further*, that such deposit may be required at times and in the amounts specified in Section 2.07(a)(ii). The LC Collateral Account with respect to each Facility shall be separate and apart from, and not commingled with, the LC Collateral Account for any other Facility. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Loan Document Obligations in accordance with the provisions of this clause (j). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account and the Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower’s risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing greater than 50% of the total

LC Exposure), be applied to satisfy other Loan Document Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (together with all interest and other earnings with respect thereto, to the extent not applied as aforesaid) shall be returned promptly to the Borrower but in no event later than three (3) Business Days after such Event of Default has been cured or waived. If the Borrower fails to provide any cash collateral as required by this Section 2.24(j), the Lenders under the relevant Facility may (and, upon direction of the Administrative Agent, shall) advance, as Revolving Loans under the relevant Facility, the amount of the cash collateral required (whether or not the Commitments have terminated or the conditions in Section 4.02 are satisfied).

SECTION 2.25 Dollar Amount. The Administrative Agent shall determine the Dollar Amount of each Revolving Loan denominated in an Alternative Currency and LC Exposure in respect of Letters of Credit denominated in an Alternative Currency (i) as of the first day of each Interest Period applicable thereto and (ii) as of the end of each fiscal quarter of the Borrower, and shall promptly notify the Borrower and the Revolving Lenders of each Dollar Amount so determined by it. Each such determination shall be based on the Spot Rate (x) on the date of the related Borrowing Request for purposes of the initial such determination for any Revolving Loan or Letter of Credit and (y) on the fourth Business Day prior to the date as of which such Dollar Amount is to be determined, for purposes of any subsequent determination.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each of Holdings and the Borrower represents and warrants to the Lenders as of the Effective Date (after giving effect to the Transactions) that:

SECTION 3.01 Organization; Powers. Each of Holdings, each Intermediate Parent (if any), the Borrower and each Restricted Subsidiary is (a) duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, (b) has the corporate or other organizational power and authority to carry on its business as now conducted and to execute, deliver and perform its obligations under each Loan Document to which it is a party, and (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except in the case of clause (a) (other than with respect to any Loan Party), clause (b) (other than with respect to Holdings and the Borrower and any other Loan Party in the case of the execution and delivery of any Loan Document to which it is a party) and clause (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02 Authorization; Enforceability. This Agreement and each other Loan Document has been duly authorized, executed and delivered by each of Holdings, each Intermediate Parent, the Borrower and each other Loan Party party thereto and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of Holdings, such Intermediate Parent, the Borrower or such Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 Governmental and Third-Party Approvals; No Conflicts. The execution, delivery and performance of the Loan Documents (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or third-party, except such

as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate (i) the Organizational Documents of Holdings, the Borrower or any other Loan Party, or (ii) any Requirements of Law applicable to Holdings, the Borrower or any other Loan Party or any of its Restricted Subsidiaries, (c) will not violate or result in a default under any indenture or other agreement or instrument binding upon Holdings, the Borrower or any other Loan Party or any of its Subsidiaries or their respective assets, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation thereunder and (d) will not result in the creation or imposition of any Lien on any asset of Holdings, the Borrower or any other Loan Party or any of its Subsidiaries, except Liens created under the Loan Documents or otherwise permitted under Section 6.02, except (in the case of each of clauses (a), (b)(ii) and (c)) to the extent that the failure to obtain or make such consent, approval, registration, filing or action, or such violation, default or right as the case may be, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly indicated therein, including the notes thereto, and (ii) fairly present in all material respects the financial condition of the Acquired Business as of the respective dates thereof and the consolidated results of their operations for the respective periods then ended in accordance with GAAP consistently applied during the periods referred to therein, except as otherwise expressly indicated therein, including the notes thereto.

(b) The Interim Financial Statements (i) were prepared in accordance with GAAP consistently applied during the periods referred to therein, except as otherwise expressly indicated therein, including the notes thereto (if any), and (ii) fairly present in all material respects the financial condition of the Acquired Business as of the date thereof and for the periods covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments and to any other adjustments described therein.

(c) Neither of the English Guarantors is unable to pay its debts within the meaning of section 123 in Chapter VI of Part IV of the UK Insolvency Act 1986 nor will either of the English Guarantors become unable to pay its debts within the meaning of that section in consequence of entering into the Loan Documents to which it is a party.¹

(ed) Holdings has heretofore furnished to the Lead Arrangers the pro forma consolidated balance sheet and the related pro forma consolidated statement of operations of the Borrower and its Subsidiaries as of, and for the twelve-month period ending on, September 30, 2016, in each case of the Borrower and its Subsidiaries (such pro forma balance sheet and statement of income, the “Pro Forma Financial Statements”), which have been prepared giving effect to the Transactions as if such transactions had occurred on such date (in the case of the balance sheet) or at the beginning of such period (in the case of such statement of operations). The Pro Forma Financial Statements have been prepared in good faith, based on assumptions believed by Holdings to be reasonable as of the date of delivery thereof (it being understood that such Pro Forma Financial Statements need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including any adjustments of the type contemplated by Financial Accounting

¹ Evidence of this will be required as a condition precedent to the Debenture Agreement

Standards Board Accounting Standards Codification 805, *Business Combinations* (formerly SFAS 141R)).

(d) Since the Effective Date, there has been no Material Adverse Effect.

SECTION 3.05 Properties; Insurance.

(a) Each of Holdings, the Intermediate Parents, the Borrower and each Restricted Subsidiary has good title to, or valid leasehold or subleasehold, as applicable, interests in, all its real and personal property material to its business (including the Mortgaged Properties, if any), (i) free and clear of all Liens except for Liens permitted by Section 6.02 and (ii) except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) As of the Effective Date, Schedule 3.05 contains a true and complete list of all Material Real Property owned by the Borrower and its Subsidiaries.

(c) Each of Holdings, the Intermediate Parents, the Borrower and each Restricted Subsidiary maintains in effect insurance that complies, in all material respects, with the requirements of Section 5.07.

SECTION 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Responsible Officer of Holdings or the Borrower, threatened in writing against or affecting Holdings, the Borrower or any Restricted Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Holdings, the Intermediate Parents, the Borrower or any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) has, to the knowledge of a Responsible Officer of Holdings or the Borrower, any basis to reasonably expect that Holdings, the Borrower or any Restricted Subsidiary will become subject to any Environmental Liability.

SECTION 3.07 Compliance with Laws and Agreements. Each of Holdings, the Intermediate Parents, the Borrower and each Restricted Subsidiary is in compliance with (a) its Organizational Documents, (b) all Requirements of Law applicable to it or its property and (c) all indentures and other agreements and instruments binding upon it or its property, except, in the case of clauses (b) and (c) of this Section, where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08 Investment Company Status. None of Holdings, the Intermediate Parents, the Borrower or any other Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended from time to time.

SECTION 3.09 Taxes. Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Holdings, the Intermediate Parents, the Borrower and each

Restricted Subsidiary (a) have timely filed or caused to be filed all Tax returns required to have been filed and (b) have paid or caused to be paid all Taxes required to have been paid (whether or not shown on a Tax return) including in their capacity as tax withholding agents, except any Taxes (i) that are not overdue by more than 30 days or (ii) that are being contested in good faith by appropriate proceedings, *provided* that Holdings, such Intermediate Parent, the Borrower or such Restricted Subsidiary, as the case may be, has set aside on its books adequate reserves therefor in accordance with GAAP.

SECTION 3.10 ERISA.

(a) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws.

(b) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred during the five year period prior to the date on which this representation is made or deemed made or is reasonably expected to occur, (ii) no Plan has failed to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived, (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan and (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(c) With respect to any Foreign Pension Plan, as of the date hereof, except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (i) each such plan is in compliance with all requirements of law applicable and the respective requirements of the governing documents for such plan, (ii) none of any Loan Party or any of their Subsidiaries, Foreign Subsidiaries or any of their respective directors, officers, employees or agents has engaged in a transaction which would subject any Loan Party or any of its Subsidiaries or Foreign Subsidiaries, directly or indirectly, to a material tax or civil penalty, (iii) reserves have been established in the financial statements furnished to Lenders in respect of any unfunded liabilities in accordance with applicable law and prudent business practice or, where required, in accordance with ordinary accounting practices in the jurisdiction in which such Foreign Pension Plan is maintained, and (iv) the present aggregate value of accumulated benefit obligations of all Foreign Pension Plans did not, as of the most recent statements available, exceed the aggregate value of the assets for all such Foreign Pension Plans.

SECTION 3.11 Disclosure. As of the Effective Date, neither (a) the Information Memorandum nor (b) any of the other reports, financial statements, certificates or other written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of any Loan Document or delivered thereunder (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, *provided* that, with respect to projected financial information, Holdings and the Borrower represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Effective Date, as of the Effective Date, it being understood that any such projected financial information relates to future events and are not to be viewed as facts, is subject to significant uncertainties and contingencies, many of

which are beyond the control of the Loan Parties, no assurance can be given that any particular projected financial information will be realized and that actual results during the period or periods covered thereby may differ significantly from the corresponding projected financial information and such differences could be material.

SECTION 3.12 Subsidiaries. As of the Effective Date, Schedule 3.12 sets forth the name of each Subsidiary and the registered ownership interest of Holdings, each Intermediate Parent, the Borrower or another Subsidiary in each Subsidiary.

SECTION 3.13 Intellectual Property; Licenses, Etc. Each of Holdings, the Intermediate Parents, the Borrower and each Restricted Subsidiary owns, licenses or possesses the right to use all of the Intellectual Property that is reasonably necessary for the operation of its business as currently conducted, and, without conflict with the rights of any Person, except to the extent the failure to have any such rights or such conflicts, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Holdings, the Borrower or any Restricted Subsidiary do not and will not, in the operation of their businesses as currently conducted, infringe upon, misuse, dilute, misappropriate or otherwise violate any Intellectual Property rights held by any Person except for such infringements, misuses, dilutions, misappropriations or violations that, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the Intellectual Property owned by Holdings, the Intermediate Parents, the Borrower or any of the Restricted Subsidiaries is pending or, to the knowledge of any Responsible Officer of Holdings or the Borrower, threatened in writing against Holdings, the Intermediate Parents, the Borrower or any Restricted Subsidiary, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.14 [Reserved].

SECTION ~~3.14~~ 3.15 Solvency. On the Effective Date, immediately after the consummation of the Transactions to occur on the Effective Date, Holdings and its Subsidiaries are, on a consolidated basis after giving effect to the Transactions, Solvent.

SECTION ~~3.15~~ 3.16 Senior Indebtedness. The Loan Document Obligations constitute “Senior Indebtedness” (or any comparable term) under and as defined in the documentation governing any Subordinated Indebtedness.

SECTION ~~3.16~~ 3.17 Federal Reserve Regulations. None of Holdings, the Intermediate Parents, the Borrower or any Restricted Subsidiary is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, to purchase or carry any margin stock or to refinance any Indebtedness originally incurred for such purpose, or for any other purpose that entails a violation (including on the part of any Lender) of the provisions of Regulations U or X of the Board of Governors.

SECTION ~~3.17~~ 3.18 Use of Proceeds. The Borrower will use the proceeds of the Loans made on the Effective Date to finance a portion of the Transactions.

SECTION ~~3.18~~ 3.19 PATRIOT Act, OFAC and FCPA.

(a) The Borrower will not, directly or indirectly, use the proceeds of the transaction, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other

Person, for the purpose of funding (i) any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (ii) any other transaction that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(b) The Borrower and the Restricted Subsidiaries will not use the proceeds of the Loans directly, or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”) or any other applicable anti-corruption laws.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, none of Holdings, the Intermediate Parents, the Borrower or the Restricted Subsidiaries has, in the past three years, committed a violation of applicable Sanctions, Title III of the USA Patriot Act or the FCPA or any other applicable anti-corruption laws.

(d) None of Holdings, the Intermediate Parents, the Borrower or any of the Subsidiaries, or, to the knowledge of the Borrower, any director, officer, employee or agent of Holdings, the Intermediate Parents, the Borrower or any Restricted Subsidiary is an individual or entity currently on the list of Specifically Designated Nationals and Blocked Persons administered by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) or any other Sanctions list, nor is Holdings, the Borrower or any Restricted Subsidiary located, organized or resident in a country or territory that is the subject of comprehensive Sanctions.

SECTION ~~3.19~~3.20 Security Documents. Except as otherwise contemplated expressly provided hereby or under any other Loan Documents, the provisions of the Security Documents, together with such filings and other actions required to be taken hereby or by the applicable Security Documents (including the delivery to Collateral Agent of any Pledged Collateral (as defined in the Collateral Agreement) required to be delivered pursuant to the applicable Security Documents), are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable perfected first priority Lien (subject to Liens permitted by Section 6.02) on all right, title and interest of Holdings, the Intermediate Parents, the Borrower and the applicable Subsidiary Loan Parties, respectively, in the Collateral described therein.

ARTICLE IV CONDITIONS

SECTION 4.01 Effective Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed counterpart of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Latham & Watkins LLP, New

York counsel for the Loan Parties and Polsinelli PC, Missouri counsel for the Loan Parties. The Borrower hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received a certificate of each Loan Party, dated the Effective Date, substantially in the form of Exhibit G-1 with appropriate insertions, executed by any Responsible Officer of such Loan Party, and including or attaching the documents referred to in paragraph (d) of this Section.

(d) The Administrative Agent shall have received a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party (other than the Insignificant Subsidiaries for which certificates shall be delivered to the Administrative Agent within five days after the Effective Date, or such later date as agreed by the Administrative Agent in its reasonable discretion) executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors and/or similar governing bodies of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by its secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(e) The Administrative Agent shall have received all fees and other amounts previously agreed in writing by the Joint Bookrunners and Holdings to be due and payable on or prior to the Effective Date, including, to the extent invoiced at least three Business Days prior to the Effective Date (except as otherwise reasonably agreed by Borrower), reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by any Loan Party under any Loan Document.

(f) The Collateral and Guarantee Requirement shall have been satisfied; *provided* that if, notwithstanding the use by Holdings and the Borrower of commercially reasonable efforts to cause the Collateral and Guarantee Requirement to be satisfied on the Effective Date, the requirements thereof (other than (a) the execution and delivery of the Guarantee Agreement and the Collateral Agreement by the Loan Parties, (b) creation of and perfection of security interests in the certificated Equity Interests of the Borrower to the extent received from the Target so long as Holdings used commercially reasonable efforts to obtain such certificates on the Effective Date, and (c) delivery of Uniform Commercial Code financing statements with respect to perfection of security interests in other assets of the Loan Parties that may be perfected by the filing of a financing statement under the Uniform Commercial Code) are not satisfied as of the Effective Date, the satisfaction of such requirements shall not be a condition to the availability of the initial Loans on the Effective Date (but shall be required to be satisfied as promptly as practicable after the Effective Date and in any event within the period specified therefor in Schedule 5.14 or such later date as the Administrative Agent may reasonably agree).

(g) Since June 30, 2016, there has not occurred any event, change, development or effect that has had or would have a Business Material Adverse Effect (solely for purposes of this clause (g), as such term is defined in the Acquisition Agreement as in effect on November 3, 2016), that results in a failure of a condition of Borrower's (or any of its affiliate's) obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or that gives Borrower (or its affiliates) the right (taking into account any applicable cure provisions) to terminate Borrower's (or its applicable affiliate's) obligations under the Acquisition Agreement.

(h) The Joint Bookrunners shall have received the (i) Audited Financial Statements, (ii) Interim Financial Statements, (iii) unaudited consolidated balance sheet as of, and related statement of operations of the Acquired Business (excluding notes thereto) for the fiscal quarters ended March 31, 2016 and June 30, 2016, in each case prepared in accordance with the Accounting Principles (as defined in the Acquisition Agreement as in effect on November 3, 2016), with the amounts included therein having been prepared in accordance with GAAP, and (iv) Pro Forma Financial Statements.

(i) The Specified Acquisition Agreement Representations and the Specified Representations shall be accurate in all material respects on and as of the Effective Date; *provided* that any Specified Representations that are qualified by materiality, Business Material Adverse Effect or Material Adverse Effect, shall be accurate in all respects on and as of the Effective Date.

(j) The Acquisition shall have been consummated, or substantially simultaneously with the initial funding of Loans on the Effective Date, shall be consummated, in all material respects in accordance with the Acquisition Agreement (without giving effect to any amendments, supplements, waivers or other modifications to or of the Acquisition Agreement made following November 3, 2016 that are materially adverse to the interests of the Lenders or the Joint Bookrunners in their capacities as such, except to the extent that the Joint Bookrunners have consented thereto).

(k) The Equity Financing shall have been made, or substantially simultaneously with the initial Borrowings under the Initial Term Facility, shall be made.

(l) Substantially simultaneously with the initial Borrowing under the Initial Term Facility and the consummation of the Acquisition, the Intercompany Termination and the Guarantee Termination shall be consummated.

(m) The Administrative Agent shall have received a certificate from the chief financial officer of Holdings or the Borrower certifying that Holdings and its Subsidiaries on a consolidated basis after giving effect to the Transactions are Solvent.

(n) The Administrative Agent and the Joint Bookrunners shall have received, at least two (2) Business Days prior to the Effective Date, all documentation and other information about the Loan Parties that shall have been reasonably requested in writing at least ten (10) Business Days prior to the Effective Date and that the Administrative Agents or the Joint Bookrunners have reasonably determined is required by United States regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation Title III of the USA Patriot Act.

(o) The Borrower shall have delivered to the Administrative Agent a certificate dated as of the Effective Date, to the effect set forth in Section 4.01(g), (i), (j) and (k).

SECTION 4.02 Each Credit Event [SECTION 4.01](#) . The obligation of each Revolving Lender to make a Revolving Loan on the occasion of any Revolving Borrowing, of any Issuing Bank to issue, amend, renew or extend any Letter of Credit, or any Term Loan Lender to make an Incremental Term Loan is subject to the satisfaction of the following conditions (in each case, except as otherwise set forth in Section 2.18 or Section 2.22):(a) The Borrower shall have delivered: (i) in the case of a Revolving Borrowing or Term Loan Borrowing, a Borrowing Request to the Administrative Agent as required by Section 2.03, (ii) in the case of the issuance of a Letter of Credit, a notice requesting the issuance of such Letter of Credit to the applicable Issuing Bank and the Administrative Agent as required by Section 2.24(b), or (iii) in the case of a Swingline Borrowing, a Swingline Borrowing request to the Swingline Lender and the Administrative Agent as required by Section 2.23(a).

(b) After the Effective Date, the representations and warranties of the Loan Parties set forth in this Agreement and in each of the other Loan Documents shall be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit (other than an amendment, extension or renewal of a Letter of Credit without any increase in the stated amount of such Letter of Credit), as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) as of such earlier date).

(c) After the Effective Date, at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit (other than an amendment, extension or renewal of a Letter of Credit without any increase in the stated amount of such Letter of Credit), as applicable, no Event of Default or Default shall have occurred and be continuing.

Each Borrowing after the Effective Date and each issuance, amendment, renewal or extension of a Letter of Credit after the Effective Date shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (b) and (c) (in each case, except as otherwise set forth in Section 2.18 and Section 2.22).

ARTICLE V AFFIRMATIVE COVENANTS

Until the Commitments shall have expired or been terminated, the principal of and interest on each Loan and all fees, expenses and other amounts (other than contingent amounts not yet due) payable under any Loan Document shall have been paid in full, each of Holdings and the Borrower covenants and agrees with the Lenders that:

SECTION 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent, on behalf of each Lender:

(a) on or before the date on which such financial statements are required or permitted to be filed with the SEC (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 120 days after the end of such fiscal year (or, (x) in the case of financial statements for the fiscal year ended December 31, 2016, on or before the date that is 160 days after the end of such fiscal year and (y) in the case of financial statements for the fiscal year ended December 31, 2017, on or before the 2017 Audit Extension Date)), audited consolidated balance sheet and audited consolidated statements of operations, comprehensive income (loss), stockholders' equity (or, to the extent such fiscal year ends prior to the Effective Date, parent net investment) and cash flows of the Borrower (or of the Acquired Business, to the extent such fiscal year ends prior to the Effective Date) as of the end of and for such fiscal year, and related notes thereto, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP, PricewaterhouseCoopers LLP or any other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than any exception or explanatory paragraph, but not a qualification, that is expressly solely with respect to, or expressly resulting solely from, (A) an upcoming maturity date of any Indebtedness under this Agreement, the Second Lien Facility or Material Indebtedness occurring within one year from the time such opinion is delivered or (B) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period; *provided* that any such exception or explanatory paragraph with respect any actual inability to satisfy the financial covenant in Section 6.10 shall be treated as a Financial

Covenant Event of Default)) to the effect that such consolidated financial statements present fairly in all material respects the financial position and results of operations and cash flows of the Borrower and its Subsidiaries as of the end of and for such year on a consolidated basis in accordance with GAAP consistently applied;

(b) commencing with the financial statements for the fiscal quarter ending June 30, 2017, on or before the date on which such financial statements are required or permitted to be filed with the SEC with respect to each of the first three fiscal quarters of each fiscal year of the Borrower (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 60 days after the end of each such fiscal quarter (or, (x) in the case of financial statements for the fiscal quarter ending on June 30, 2017 and September 30, 2017, on or before the date that is 90 days after the end of such fiscal quarter, and (y) in the case of financial statements for the fiscal quarter ending March 31, 2018 and June 30, 2018, on or before the later to occur of (I) the date that is 60 days after the end of such fiscal quarter and (II) the date that is 30 days after the date on which the Borrower actually delivers to the Administrative Agent, pursuant to Section 5.01(a), the audited financial statements for the fiscal year ending December 31, 2017)), unaudited consolidated balance sheet and unaudited consolidated statements of operations, comprehensive income (loss) and cash flows of the Borrower (or of the Acquired Business, to the extent such fiscal quarter ends prior to the Effective Date) as of the end of and for such fiscal quarter (except in the case of cash flows for the fiscal quarters ending June 30, 2017 and September 30, 2017) and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year (in each case, other than comparisons to financial statements in prior periods that were not required to be delivered hereunder), all certified by a Financial Officer as presenting fairly in all material respects the financial position and results of operations and cash flows of the Borrower and the Subsidiaries as of the end of and for such fiscal quarter (except in the case of cash flows for the fiscal quarters ending June 30, 2017 and September 30, 2017) and such portion of the fiscal year on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes and which may exclude the effects of purchase accounting with respect to the Transactions or any Permitted Investment or similar Investment permitted under this Agreement;"; and

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in paragraphs (a) and (b) above, the related consolidating financial information (which may be unaudited) reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements;

(d) not later than five days after any delivery of financial statements under paragraph (a) or (b) above, a certificate of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations in the case of financial statements delivered under paragraph (a) above, beginning with the financial statements for the fiscal year of the Borrower ending December 31, 2018, of Excess Cash Flow for such fiscal year and (iii) in the case of financial statements delivered under paragraph (a) above, setting forth a reasonably detailed calculation of the Net Proceeds received during the applicable period by or on behalf of the Borrower or any Subsidiary in respect of any event described in clause (a) of the definition of the term "Prepayment Event" and the portion of such Net Proceeds that has been invested or are intended to be reinvested in accordance with the proviso in Section 2.09(b);

(e) commencing with the fiscal year ending December 31, 2018, not later than 120 days after the commencement of each fiscal year of the Borrower (or in the case of the fiscal year ending December 31, 2018, on or before the later to occur of (x) the date that is 160 days after the commencement of such

fiscal year and (y) the date that is 30 days after the date on which the Borrower actually delivers to the Administrative Agent, pursuant to Section 5.01(a), the audited financial statements for the fiscal year ending December 31, 2017), a detailed consolidated budget for the Borrower and its Subsidiaries for such fiscal year (including a projected consolidated balance sheet and consolidated statements of projected operations and cash flows as of the end of and for such fiscal year and setting forth the material assumptions used for purposes of preparing such budget) in the form customarily provided by management of the Borrower (or otherwise provided to the Investors);

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and registration statements (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) filed by Holdings, the Borrower or any Subsidiary (or, if the Borrower is a subsidiary of the IPO Entity, the IPO Entity) with the SEC or with any national securities exchange; and

(g) reasonably promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Restricted Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent on its own behalf or on behalf of any Lender may reasonably request in writing.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 5.01 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the Form 10-K or 10-Q (or the equivalent), as applicable, of the Borrower (or a parent company thereof) filed with the SEC or with a similar regulatory authority in a foreign jurisdiction or (B) the applicable financial statements of Holdings (or any Intermediate Parent or any direct or indirect parent of Holdings); *provided* that to the extent such information relates to a parent of the Borrower, such information is accompanied by consolidating information, which may be unaudited, that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Borrower and its Subsidiaries on a stand-alone basis, on the other hand, and to the extent such information is in lieu of information required to be provided under paragraph (a) of this Section 5.01, such materials are accompanied by a report and opinion of KPMG LLP, PricewaterhouseCoopers LLP or any other independent registered public accounting firm of nationally recognized standing (without a “going concern” or like qualification or exception and without any qualification or exception as to the scope of such audit (other than any exception or explanatory paragraph, but not a qualification, that is expressly solely with respect to, or expressly resulting solely from, (A) an upcoming maturity date of any Indebtedness under this Agreement, the Second Lien Facility, [the First Lien Priority Credit Agreement](#) or Material Indebtedness occurring within one year from the time such opinion is delivered or (B) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period; *provided* that any such exception or explanatory paragraph with respect any actual inability to satisfy the financial covenant in Section 6.10 shall be treated as a Financial Covenant Event of Default)) to the effect that such consolidated financial statements present fairly in all material respects the financial position and results of operations and cash flows of the Borrower and its Subsidiaries as of the end of and for such year on a consolidated basis in accordance with GAAP consistently applied.

Documents required to be delivered pursuant to paragraphs (a), (b) or (f) (to the extent any such documents are included in materials otherwise filed with the SEC) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the earlier of the date (A) on which the Borrower posts such documents, or provides a link thereto, on the Borrower’s website on the Internet or (B) on which such documents are posted on the Borrower’s behalf on IntraLinks/IntraAgency or another website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that: (i)

the Borrower shall deliver such documents to the Administrative Agent upon its reasonable request until a written notice to cease delivering such documents is given by the Administrative Agent and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and upon its reasonable request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or maintain paper copies of the documents referred to above, and each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Joint Bookrunners will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Company Materials”) by posting the Company Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons’ securities.

The Borrower hereby agrees that it will, upon the Administrative Agent’s reasonable request, identify that portion of the Company Materials that may be distributed to the Public Lenders and that (i) all such Company Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (ii) by marking Company Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent, the Joint Bookrunners and the Lenders to treat such Company Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to Holdings, the Borrower or their respective securities for purposes of United States federal and state securities laws (*provided, however*, that to the extent such Company Materials constitute Information, they shall be treated as set forth in Section 9.12); (iii) all Company Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Side Information”; and (iv) the Administrative Agent and the Joint Bookrunners shall be entitled to treat any Company Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Side Information.”

SECTION 5.02 Notices of Material Events. Promptly after any Responsible Officer of Holdings or the Borrower obtains actual knowledge thereof, Holdings or the Borrower will furnish to the Administrative Agent (for distribution to each Lender through the Administrative Agent) written notice of the following:

- (a) the occurrence of any Default; and
- (b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of a Financial Officer or another executive officer of Holdings or the Borrower, affecting the Borrower or any of its Subsidiaries or the receipt of a written notice of an Environmental Liability or the occurrence of an ERISA Event or a Foreign Plan Event, in each case either, individually or when combined with other such events, could reasonably be expected to result in a Material Adverse Effect.

(c) the occurrence of any event that, individually or when combined with other such events, has resulted in or could reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Information Regarding Collateral.

(a) Holdings or the Borrower will furnish to the Administrative Agent promptly (and in any event within 60 days or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (i) in any Loan Party's legal name (as set forth in its certificate of organization or like document), or (ii) in the jurisdiction of incorporation or organization of any Loan Party or in the form of its organization.

(b) Not later than five days after delivery of financial statements pursuant to Section 5.01(a) (or such later date as agreed by the Administrative Agent ~~in its reasonable discretion~~), Holdings or the Borrower shall deliver to the Administrative Agent a certificate executed by a Responsible Officer of Holdings or the Borrower (i) setting forth the information required pursuant to Schedules I through IV of the Collateral Agreement or confirming that there has been no change in such information since the Effective Date or the date of the most recent certificate delivered pursuant to this Section, (ii) identifying any wholly-owned Subsidiary that has become, or ceased to be, a Material Subsidiary during the most recently ended fiscal year and (iii) certifying that all notices required to be given prior to the date of such certificate by Section 5.03 or 5.11 have been given.

SECTION 5.04 Existence; Conduct of Business. Each of Holdings and the Borrower will, and will cause each Restricted Subsidiary to, do or cause to be done all things necessary to obtain, preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, the patents, copyrights, trademarks, trade names and other Intellectual Property material to the conduct of its business, in each case (other than the preservation of the existence of Holdings and the Borrower) to the extent that the failure to do so could reasonably be expected to have a Material Adverse Effect, *provided* that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any Disposition permitted by Section 6.05.

SECTION 5.05 Payment of Taxes, etc. Holdings and the Borrower will, and will cause each Restricted Subsidiary to, pay its obligations in respect of Taxes before the same shall become delinquent or in default, except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings or (ii) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 5.06 Maintenance of Properties. The Borrower will, and will cause each Restricted Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.07 Insurance.

(a) The Borrower will, and will cause each Restricted Subsidiary to, maintain, with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of the management of the Borrower) are reasonable and prudent in

light of the size and nature of its business; and will furnish to the Lenders, upon written request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried. Each such policy of insurance maintained by a Loan Party shall (i) name the Administrative Agent, on behalf of the Lenders, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable/mortgagee clause or endorsement that names Administrative Agent, on behalf of the Lenders, as the loss payee/mortgagee thereunder.

(b) If any portion of the improvements on any Mortgaged Property subject to FEMA rules and regulations is at any time located in an area identified by FEMA (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto, the “Flood Insurance Laws”), then the Borrower shall, or shall cause the relevant Loan Party to, (i) maintain or cause to be maintained, flood insurance sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance, which evidence complies with applicable Flood Insurance Laws and rules and regulations promulgated pursuant thereto.

SECTION 5.08 Books and Records; Inspection and Audit Rights. The Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account in which entries that are full, true and correct in all material respects and are in conformity with GAAP (or applicable local standards) consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdings, the Intermediate Parents, the Borrower or the Restricted Subsidiaries, as the case may be. The Borrower will, and will cause the Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise visitation and inspection rights of the Administrative Agent and the Lenders under this Section 5.08 and the Administrative Agent shall not exercise such rights more often than one time during any calendar year absent the existence of an Event of Default, which visitation and inspection shall be at the reasonable expense of the Borrower; *provided further*, that (a) when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice and (b) the Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower’s independent public accountants.

SECTION 5.09 Compliance with Laws. The Borrower will, and will cause each Restricted Subsidiary to, comply with its Organizational Documents and all Requirements of Law with respect to it or its property (including, including without limitation, ERISA, applicable Environmental Laws and any foreign law, rules, regulations and orders of any Governmental Authority that relates to or governs Foreign Pension Plans as well as the Patriot Act, the FCPA all other applicable anti-corruption laws and applicable Sanctions), except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.10 Use of Proceeds. The Borrower will use the proceeds of the Loans, together with cash on hand of the Borrower and its Subsidiaries, on the Effective Date to, directly or indirectly finance a portion of the Transactions. Following the Effective Date, the Borrower and its Subsidiaries will use the proceeds of (i) any Incremental Loan for working capital or any other purpose not prohibited by this Agreement, (ii) any Credit Agreement Refinancing Indebtedness, applied among the Loans and

any Incremental Loans in accordance with the terms of this Agreement and (iii) Revolving Loans and Swingline Loans will be used for working capital and other general corporate purposes, including the financing of transactions that are not prohibited by the terms of this Agreement (including Investments).

SECTION 5.11 Additional Subsidiaries. If any additional Restricted Subsidiary or Intermediate Parent is formed or acquired after the Effective Date, Holdings or the Borrower will, ~~within 60 days after~~ on the same Business Day of such newly formed or acquired Restricted Subsidiary or Intermediate Parent is formed or acquired (unless such Subsidiary is an Excluded Subsidiary), notify the Administrative Agent thereof, and all actions (if any) required to be taken with respect to such newly formed or acquired Subsidiary or Intermediate Parent in order to satisfy the Collateral and Guarantee Requirement shall have been taken with respect to such Subsidiary or Intermediate Parent and with respect to any Equity Interest in or Indebtedness of such Subsidiary or Intermediate Parent owned by or on behalf of any Loan Party within ~~60~~10 days after such notice (or such longer period as the Administrative Agent shall reasonably agree).

SECTION 5.12 Further Assurances.

(a) Each of Holdings and the Borrower will, and will cause each Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law and that the Administrative Agent or the Required Lenders may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties.

(b) If, after the Effective Date, any Material Real Property is acquired by the Borrower or any other Loan Party or are held by any Subsidiary on or after the time it becomes a Loan Party pursuant to Section 5.11 (other than assets constituting Collateral under a Security Document that become subject to the Lien created by such Security Document upon acquisition thereof or constituting Excluded Assets), the Borrower will notify the Administrative Agent thereof, and, if requested by the Administrative Agent, the Borrower will cause such assets to be subjected to a Lien securing the Secured Obligations and will take and cause the other Loan Parties to take, such actions as shall be necessary and reasonably requested by the Administrative Agent and consistent with the Collateral and Guarantee Requirement to grant and perfect such Liens, including actions described in paragraph (a) of this Section, all at the expense of the Loan Parties and subject to last paragraph of the definition of the term "Collateral and Guarantee Requirement."

SECTION 5.13 Ratings. Each of Holdings and the Borrower will use commercially reasonable efforts to cause (a) the Borrower to continuously have a public corporate credit rating from each of S&P and Moody's (but not to maintain a specific rating) and (b) the credit facilities made available under this Agreement to be continuously rated by each of S&P and Moody's (but not to maintain a specific rating).

SECTION 5.14 Certain Post-Closing Obligations. ~~As promptly as practicable, and in any event within the time periods after the Effective Date specified in Schedule 5.14 or such later date as the Administrative Agent reasonably agrees to in writing, including to reasonably accommodate circumstances unforeseen on the Effective Date, Holdings, the Borrower and each other Loan Party shall deliver the documents or take the actions specified on Schedule 5.14 that would have been required to be delivered or taken on the Effective Date but for the proviso to Section 4.01(f), in each case except to the extent otherwise agreed by the Administrative Agent pursuant to its authority as set forth in the definition of the term "Collateral and Guarantee Requirement."~~

SECTION 5.15 ~~Designation of Subsidiaries~~[Reserved].

~~The Borrower may at any time after the Effective Date designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Event of Default shall have occurred and be continuing and (ii) no Subsidiary may be designated as an Unrestricted Subsidiary or continue as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of any Material Indebtedness. The designation of any Subsidiary as an Unrestricted Subsidiary after the Effective Date shall constitute an Investment by the Borrower therein at the date of designation in an amount equal to the Fair Market Value of the Borrower's or its Subsidiary's (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and (ii) a return on any Investment by the Borrower in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of the Borrower's or its Subsidiary's (as applicable) Investment in such Subsidiary.~~

SECTION 5.16 Change in Business. Holdings, the Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by them on the Effective Date and other business activities which are extensions thereof or otherwise incidental, reasonably related or ancillary to any of the foregoing.

SECTION 5.17 Changes in Fiscal Periods. The Borrower shall not make any change in its fiscal year; *provided, however*, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

SECTION 5.18 Quarterly Lender Calls. To the extent requested by the Administrative Agent, the Borrower shall conduct quarterly conference calls with management of the Borrower and the Lenders (at such times as reasonably agreed by the Borrower and the Administrative Agent) to discuss the financial performance of the Borrower and the Restricted Subsidiaries. Without limiting the foregoing, not later than May 31, 2018, the Borrower shall conduct a conference call with management of the Borrower and the Lenders to discuss the financial performance of the Borrower and the Restricted Subsidiaries for the fiscal quarter ending March 31, 2018.

SECTION 5.19 Control Agreements.

(a) No later than May 12, 2023 at 11:59 p.m. New York City time (as such deadline may be extended by the Administrative Agent), the Borrower shall cause each Loan Party to enter into an Account Control Agreement, as applicable, and cause each of the Liens on deposit accounts and securities accounts owned by Loan Parties (other than Excluded Accounts) to be perfected by "control" as defined in the UCC.

(b) Upon the establishment of any deposit account or securities account (other than an Excluded Account), the Borrower and the Loan Parties shall concurrently enter into an Account Control Agreement and cause each of the Liens on such deposit accounts and securities accounts to be perfected by "control" as defined in the UCC.

(c) The Borrower shall manage all cash and Permitted Investments that are not in US bank accounts in accordance with the Approved Budget and consistent with past practices.

Notwithstanding clauses (a) and (b) immediately above, with respect to any such deposit accounts or securities accounts, as applicable, if and for so long as (i) the First Lien Priority Credit Agreement Agent possesses an Account Control Agreement over such account, (ii) the First Lien Priority Credit Agreement Agent is a party to the First Lien Priority Intercreditor Agreement, and (iii) the First Lien Priority Credit Agreement Agent has agreed to also act as agent for perfection for the Secured Parties which, for the avoidance of doubt, the parties hereto agree is satisfied by the First Lien Priority Intercreditor Agreement, a separate Account Control Agreement is not needed with respect to such account.

SECTION 5.20 Milestones. The Borrower shall, or shall cause, the actions and events set forth on Annex II to occur by the times and dates set forth therein, as any such time and date may be extended at the Direction of the Required Lenders, provided that where used in Annex II, any “delivery” required by this Section 5.20(a) shall require delivery to the Specified Lender Advisors (and all such deliveries are to be in form and substance satisfactory to the Required Lenders in their sole discretion), as well as to any other Person specified in Annex II below attached hereto (each, a “Milestone” and collectively, the “Milestones”).

SECTION 5.21 Approved Budget.

(a) The use of Loans by the Loan Parties under this Agreement and the other Loan Documents shall be limited in accordance with the Approved Budget (subject to Permitted Variances). The Approved Budget shall set forth, on a weekly basis, for the 13-week period covered thereby, the Budgeted Cash Receipts, Budgeted Disbursement Amounts, Budgeted Liquidity and Budgeted Borrower Professional Fees for the 13-week period commencing with the week that includes the Amendment No. 8 Effective Date and shall be approved by, and be in form and substance reasonably satisfactory to, the Lenders party hereto (it being acknowledged and agreed that the form of Approved Budget set forth as Exhibit R hereto is approved by and reasonably satisfactory to such Lenders and is and shall be the Approved Budget unless and until replaced in accordance with terms of this Section 5.21; *provided*, that the Borrower shall provide an updated budget in form and substance acceptable to the Required Lenders concurrently with the delivery of any Approved Budget pursuant to the First Lien Priority Credit Agreement. The Approved Budget shall include a 13-week cash flow forecast, which shall (i) include line-item reporting, the nature and scope of which shall be satisfactory to the Required Lenders, (ii) otherwise be in form and substance satisfactory to, and subject to the approval of, the Required Lenders (it being acknowledged and agreed that the form of the 13-week cash flow forecast provided by the Borrower to the Administrative Agent prior to the Amendment No. 8 Effective Date shall be deemed satisfactory), and (iii) update the 13-week cash flow forecast from the prior Approved Budget to add additional weeks to the forecast in order to present a 13-week forecast period.

(b) The Approved Budget shall be updated, modified or supplemented by the Borrower from time to time, including (i) on May 13, 2023, (ii) on May 25, 2023 and (iii) at the end of each four (4) consecutive week period commencing on May 25, 2023, and in the event that such updated, modified or supplemented budget is not in form and substance reasonably satisfactory to the Required Lenders in their sole discretion, and no such updated, modified or supplemented budget shall be effective if Required Lenders object in writing (which objection may be communicated by means of a Direction of the Required Lenders) within five days (or, in connection with a Withdrawal pursuant to the First Lien Priority Credit Agreement, two days) of receipt and if no written objection is received within five days (or, in connection with a Withdrawal, two days) of receipt, the updated, modified or supplemented budget shall be deemed an Approved Budget; *provided*, however, that in the event the Required Lenders, on the one hand, and the Borrower, on the other hand, cannot agree as to an updated, modified or

supplemented budget, such disagreement shall constitute an immediate Event of Default once the period covered by the prior Approved Budget has terminated (and at all times thereafter the then current Approved Budget shall remain in effect unless and until a new Approved Budget is not objected to by the Required Lenders (which objection may be communicated by means of a Direction of the Required Lenders)). Each Approved Budget delivered to the Administrative Agent and the Specified Lender Advisors shall be accompanied by such supporting documentation as reasonably requested by the Required Lenders. Each Approved Budget shall be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time of preparation thereof.

(c) Commencing with the First Testing Period and for each Variance Testing Period thereafter, the Borrower shall not permit: (x) the Actual Cash Receipts to be less than Budgeted Cash Receipts (each calculated on a cumulative basis as opposed to on a line by line basis), in each case, for such Variance Testing Period, by more than 17.5% for such Variance Testing Period; and (y) Actual Disbursement Amounts (excluding Actual Borrower Professional Fees) to exceed the Budgeted Disbursement Amounts (excluding Budgeted Borrower Professional Fees) (each calculated on a cumulative basis as opposed to on a line by line basis), in each case, for such Variance Testing Period, by more than 15% for such Variance Testing Period (the “Permitted Variances”).

(d) The Borrower shall deliver to the Administrative Agent and the Lenders on or before 5:00 p.m. New York City time on the Thursday of each week commencing on May 11, 2023, a certificate which shall include such detail as is reasonably satisfactory to the Required Lenders, signed by a Responsible Officer of the Borrower (1) certifying that (i) the Loan Parties are in compliance with the covenants contained in Section 5.21(a) and (ii) no Default or Event of Default has occurred or, if such a Default or Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (2) attaching an Approved Budget Variance Report, which shall be prepared by the Borrower as of the last day of the respective Variance Testing Period then most recently ended.

(e) The Lenders (i) may assume that the Loan Parties will comply with the Approved Budget (subject to Permitted Variances), (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for payment of interest, expenses and other amounts to the Administrative Agent and the Lenders are estimates only, and the Loan Parties remain obligated to pay any and all Obligations in accordance with the terms of the Loan Documents regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget shall constitute an amendment or other modification of any Loan Document or other lending limits set forth therein.

SECTION 5.22 Specified Lender Advisors; Professional Services Firm. The Lenders shall be entitled to retain or continue to retain (either directly or through counsel) any Specified Lender Advisor as the Required Lenders may deem necessary to provide advice, analysis and reporting for the benefit of the Lenders. The Loan Parties shall pay all reasonable fees, charges and disbursements of each Specified Lender Advisor and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties (whether directly or, as appropriate, through their relevant advisors) shall use commercially reasonable efforts to cooperate with the Specified Lender Advisors in connection with the services the Specified Lender Advisors provide to the Lenders, including to promptly furnish to the Specified Lender Advisors the ordinary course monthly financial materials provided to the Board of Directors of Holdings or the Borrower (excluding, for the avoidance of doubt, any such materials that would adversely affect any legal privilege or that relate to the Lenders, the Loan Documents or other material debt financing arrangements; *provided* that the Borrower will use reasonable efforts to deliver such information in a manner that would not adversely affect such legal privilege) (it being understood

that none of the foregoing shall be construed to override any existing confidentiality and/or other obligations owed by the Loan Parties to such of its advisors or any other Person, including with respect to the sharing of any such information with third parties).

The Lenders shall be entitled to retain or continue to retain (either directly or through counsel) a professional services firm ~~that is acceptable to the~~ Required Lenders (which may be communicated by a Direction of the Required Lenders) to help analyze and negotiate the company's lease portfolio (such firm, the "PSF"). The Loan Parties shall pay all reasonable fees, charges and disbursements of PSF and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties (whether directly or, as appropriate, through their relevant advisors) shall use commercially reasonable efforts to cooperate with the PSF in connection with the services the PSF provides to the Lenders (it being understood that none of the foregoing shall be construed to override any existing confidentiality and/or other obligations owed by the Loan Parties to such of its advisors or any other Person, including with respect to the sharing of any such information with third parties).

SECTION 5.23 Chief Restructuring Officer. As soon as reasonably practicable following execution of this Agreement and ~~in no event later than~~ May 12, 2023, the Borrower shall appoint a Chief Restructuring Officer (a "CRO") acceptable to the Required Lenders (which may be communicated by a Direction of the Required Lenders), at the Company's sole cost and expense; ~~provided that, for the avoidance of doubt,~~ the Required Lenders hereby consent to the appointment of Eric Koza as the CRO. The terms, including the scope of the CRO's engagement shall be reasonably acceptable to the Direction of the Required Lenders (which may be communicated by a Direction of the Required Lenders). The Borrower shall have such CRO engaged at all times while any of the Loan Document Obligations are outstanding.

ARTICLE VI NEGATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable (other than contingent amounts not yet due) under any Loan Document have been paid in full, each of Holdings and the Borrower covenants and agrees with the Lenders that:

SECTION 6.01 Indebtedness; Certain Equity Securities.

(a) Holdings and the Borrower will not, and will not permit any Restricted Subsidiary or Intermediate Parent to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries under the Loan Documents ~~(including any Indebtedness incurred pursuant to Section 2.18, 2.19 or 2.22);~~

(ii) Indebtedness (A) outstanding on the date hereof and listed on Schedule 6.01 and any Permitted Refinancing thereof; and (B) that is intercompany Indebtedness outstanding on the date hereof and any Permitted Refinancing thereof; ~~and (C) of the Loan Parties under the Second Lien Facility not to exceed at any time outstanding, in the case of this clause (C), the maximum amount permitted to be incurred thereunder pursuant to the terms of the Second Lien Credit Agreement as in effect on the date hereof, and any Permitted Refinancing thereof; provided that any Permitted Refinancing of Indebtedness described in this clause (C) shall be deemed outstanding under the Second Lien Credit Agreement for purposes of the cap set forth in this~~

~~clause (C);~~ of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party must be unsecured and expressly subordinated to the Loan Document Obligations of such Loan Party on terms (A) at least as favorable to the Lenders as those set forth in the form of intercompany note attached as Exhibit H (reasonably acceptable to the Administrative Agent; or (B) otherwise reasonably acceptable to the Administrative Agent;

(iii) Guarantees by Holdings, any Intermediate Parent, the Borrower and the Restricted Subsidiaries in respect of Indebtedness of the Borrower or any Restricted Subsidiary otherwise permitted hereunder; *provided* that (A) such Guarantee is otherwise permitted by Section 6.04, (B) no Guarantee by any Restricted Subsidiary of any Junior Financing shall be permitted unless such Restricted Subsidiary shall have also provided a Guarantee of the Loan Document Obligations pursuant to the Guarantee Agreement ~~and~~, (C) if the Indebtedness being Guaranteed is subordinated to the Loan Document Obligations, such Guarantee shall be subordinated to the Guarantee of the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness, (D) no Subsidiary that is not a Loan Party may guarantee Indebtedness of a Loan Party pursuant to this clause (iii), and (E) no Loan Party may guarantee any Indebtedness of a Subsidiary that is not a Loan Party pursuant to this clause (iii);

(iv) Indebtedness of Holdings, any Intermediate Parent, the Borrower or of any Restricted Subsidiary owing to any other Restricted Subsidiary, the Borrower, Holdings or any Intermediate Parent to the extent permitted by Section 6.04; *provided* that all such Indebtedness of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party shall be unsecured and subordinated to the Loan Document Obligations ~~(to the extent any such Indebtedness is outstanding at any time after the date that is 30 days after the Effective Date or such later date as the Administrative Agent may reasonably agree) (but only to the extent permitted by applicable law and not giving rise to material adverse Tax consequences)~~ on terms (A) at least as favorable to the Lenders as those set forth in the form of intercompany note attached as Exhibit H or (B) otherwise reasonably ~~satisfactory~~ acceptable to the Administrative Agent;

(v) (A) Indebtedness (including Capital Lease Obligations) of the Borrower or any of the Restricted Subsidiaries financing the acquisition, construction, repair, replacement or improvement of fixed or capital assets; *provided* that such Indebtedness is incurred concurrently with or within ~~270~~ 180 days after the applicable acquisition, construction, repair, replacement or improvement, and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clause (A); *provided further*, that, at the time of any such incurrence of Indebtedness and after giving Pro Forma Effect thereto and the use of the proceeds thereof, the aggregate principal amount of Indebtedness, other than Capital Lease Obligations, that is outstanding in reliance on this clause (v) shall not exceed ~~the greater of \$62,500,000 and 25.0% of Consolidated EBITDA for the most recently ended Test Period as of such time~~ 5,000,000;

(vi) Indebtedness in respect of (A) Swap Agreements entered into to hedge or mitigate risks to which Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary has actual exposure (other than those in respect of shares of capital stock or other Equity Interests of Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary) and (B) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary, in each case, that is not entered into for speculative purposes;

(vii) (A) Indebtedness of any Person that becomes a ~~Restricted Subsidiary~~ Loan Party (or of any Person not previously a ~~Restricted Subsidiary~~ Loan Party that is merged or consolidated with or into the Borrower or a ~~Restricted Subsidiary~~ other Loan Party) after the date hereof as a result of a Permitted Acquisition or other similar Investment permitted under Section 6.04, or Indebtedness of any Person that is assumed by the Borrower or any ~~Restricted Subsidiary~~ other Loan Party in connection with an acquisition of assets by the Borrower or such ~~Restricted Subsidiary~~ Loan Party in a Permitted Acquisition or other similar Investment permitted under Section 6.04, in each case, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (vi) shall not exceed \$5,000,000; *provided* that such Indebtedness is not incurred in contemplation of such Permitted Acquisition or other similar Investment; ~~*provided further* that either (I) if such Indebtedness is unsecured, the Interest Coverage Ratio after giving Pro Forma Effect to the assumption of such Indebtedness and such Permitted Acquisition or other similar Investment is equal to or greater than either (x) 2.00:1.00 or (y) the Interest Coverage Ratio immediately prior to the assumption of such Indebtedness and such Permitted Acquisition for the most recently ended Test Period as of such time or (II) if such Indebtedness is unsecured or is secured by a Lien permitted under Section 6.02, the Total Leverage Ratio after giving Pro Forma Effect to the assumption of such Indebtedness and such Permitted Acquisition or other similar Investment is less than or equal to either (x) 5.80 to 1.00 or (y) the Total Leverage Ratio immediately prior to the assumption of such Indebtedness and such Permitted Acquisition or other similar Investment for the most recently ended Test Period as of such time and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing clause (A);~~ *provided* that the aggregate principal amount of Indebtedness of which the primary obligor or a guarantor is a ~~Restricted Subsidiary~~ that is not a Loan Party outstanding in reliance on this clause (vii) and clauses (xiv), (xix) and (xxiv) below shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the greater of \$50,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period as of such time.

(viii) Indebtedness in respect of the Permitted Receivables ~~Financings~~ Financing;

(ix) Indebtedness representing deferred compensation to employees of Holdings, any Intermediate Parent, the Borrower and the Restricted Subsidiaries incurred in the ordinary course of business;

(x) Indebtedness consisting of unsecured promissory notes issued by any Loan Party to current or former officers, directors and employees or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests in Holdings (or any direct or indirect parent thereof) permitted by Section 6.08(a);

(xi) Indebtedness constituting indemnification obligations or obligations in respect of purchase price or other similar adjustments (including “earn-outs”) incurred in a Permitted Acquisition, any other Investment or any Disposition, in each case permitted under this Agreement;

(xii) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred in connection with the Transactions or any Permitted Acquisition or other similar Investment permitted hereunder;

(xiii) Cash Management Obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements and Indebtedness arising from the

honoring of a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(xiv) Indebtedness of the Borrower and the Restricted Subsidiaries (which, for the avoidance of doubt, may be secured solely to the extent permitted by the provisions of Section 6.02); *provided* that at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xiv) shall not exceed ~~the greater of \$125,000,000 and 50% of Consolidated EBITDA for the most recently ended Test Period as of such time~~ 5,000,000; *provided further*, that the aggregate principal amount of Indebtedness of which the primary obligor or a guarantor is a Restricted Subsidiary that is not a Loan Party outstanding in reliance on this clause (xiv), ~~clause (vii) above and clauses (xix) and (xxiv) below~~ shall not exceed, at the time of incurrence thereof ~~and after giving Pro Forma Effect thereto, the greater of \$50,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period as of such time~~, \$2,000,000;

(xv) Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case in the ordinary course of business;

(xvi) (A) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created, or related to obligations or liabilities incurred, in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims and (B) Indebtedness of the Borrower or any of the Restricted Subsidiaries as an account party in respect of letters of credit, bank guarantees or similar instruments in favor of suppliers or trade creditors issued in the ordinary course of business; *provided* that the aggregate principal amount of Indebtedness outstanding in reliance on this sub-clause (B) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, ~~the greater of \$37,500,000 and 15% of Consolidated EBITDA for the most recently ended Test Period as of such time~~ 2,500,000;

(xvii) obligations in respect of performance, bid, appeal and surety bonds and performance, bankers' acceptance facilities and completion guarantees and similar obligations provided by the Borrower or any of the Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(xviii) Indebtedness under the First Lien Priority Credit Agreement in an aggregate principal amount not to exceed \$50,000,000;

(xix) [reserved];

~~(xviii) unsecured Indebtedness of Holdings or any Intermediate Parent ("Permitted Holdings Debt") (A) that is not subject to any Guarantee by any subsidiary thereof, (B) that will not mature prior to the date that is 91 days after the Latest Maturity Date in effect on the date of issuance or incurrence thereof, (C) that has no scheduled amortization or payments, repurchases or redemptions of principal (it being understood that such Indebtedness may have mandatory prepayment, repurchase or redemption provisions satisfying the requirements of clause (E) below), (D) that permits payments of interest or other amounts in respect of the principal thereof to be paid in kind rather than in cash, (E) that has mandatory prepayment, repurchase or~~

~~redemption, covenant, default and remedy provisions customary for senior or senior subordinated discount notes of an issuer that is the parent of a borrower under senior secured credit facilities, and in any event, with respect to covenant, default and remedy provisions, no more restrictive (taken as a whole) than those set forth in this Agreement (other than provisions customary for senior or senior subordinated discount notes of a holding company); provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to the issuance or incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) and (F) that is subordinated in right of payment to its Guarantee under the Guarantee Agreement; provided further, that any such Indebtedness shall constitute Permitted Holdings Debt only if immediately after giving effect to the issuance or incurrence thereof, no Event of Default shall have occurred and be continuing;~~

~~(xix) (A) unsecured Indebtedness of the Borrower or any of the Restricted Subsidiaries; provided that after giving effect to the incurrence of such Indebtedness on a Pro Forma Basis, either (i) the Interest Coverage Ratio is greater than or equal to (1) 2.00 to 1.00 or (2) solely to the extent such unsecured Indebtedness is incurred in connection with a Permitted Acquisition or other similar Investment permitted under Section 6.04, the Interest Coverage Ratio immediately prior to the incurrence of such Indebtedness and such Permitted Acquisition or other similar Investment for the most recently ended Test Period as of such time or (ii) the Total Leverage Ratio is less than or equal to (1) 5.80 to 1.00 or (2) solely to the extent such unsecured Indebtedness is incurred in connection with a Permitted Acquisition or other similar Investment permitted under Section 6.04, the Total Leverage Ratio immediately prior to the incurrence of such Indebtedness and such Permitted Acquisition or other similar Investment for the most recently ended Test Period as of such time and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing clause (A); provided further, that (i) such Indebtedness complies with the Required Additional Debt Terms and (ii) the aggregate principal amount of Indebtedness of which the primary obligor or a guarantor is a **Restricted Subsidiary that is not a Loan Party** outstanding in reliance on this clause (xix), clauses (vii) and (xiv) above and clause (xxiv) below shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the greater of \$50,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period as of such time;~~

(xx) Indebtedness supported by a letter of credit or bank guaranty issued under ~~this~~the Credit Agreement or otherwise permitted to be issued ~~hereunder~~thereunder to the extent the Borrower or any Restricted Subsidiary is the account party, in a principal amount not to exceed the face amount of such letter of credit;

~~(xxi) Permitted Unsecured Refinancing Debt and any Permitted Refinancing thereof~~[reserved];

~~(xxii) Permitted First Priority Refinancing Debt and Permitted Second Priority Refinancing Debt, and any Permitted Refinancing thereof~~[reserved];

(xxiii) [reserved];

(xxiv) [reserved];

~~(xxiii) (A) Indebtedness of the Borrower issued in lieu of any Incremental Term Facility consisting of (i) secured or unsecured bonds, notes or debentures (which bonds, notes or debentures, if secured, may be secured by Liens having equal priority with, or junior priority relative to, the Liens on the Collateral securing the Secured Obligations (but without regard to control of remedies)) or (ii) secured or unsecured loans (which loans, if secured, must be secured by Liens having a junior priority relative to the Liens on the Collateral securing the Secured Obligations); provided that (i) the aggregate principal amount of all such Indebtedness issued pursuant to this clause shall not exceed the Incremental Cap, (ii) all such Indebtedness shall be considered Consolidated First Lien Debt (whether or not so secured) for purposes of this clause, the determination of the “Incremental Cap” amount and Section 2.18, (iii) such Indebtedness complies with the Required Additional Debt Terms and (iv) the condition set forth in clause (A) of the proviso in Section 2.18(a) shall have been complied with as if such Indebtedness was an Incremental Loan and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing clause (A) (provided that, for the avoidance of doubt, any such Permitted Refinancing (x) shall continue to constitute a utilization of the incurrence capacity set forth in clause (A) and (y) shall continue to be considered Consolidated First Lien Debt (whether or not so secured) for purposes of clause (A) and Section 2.18;~~

~~(xxiv) (A) Indebtedness of the Borrower or any of the Restricted Subsidiaries consisting of (i) secured bonds, notes or debentures (which bonds, notes or debentures, in the case of Indebtedness incurred by a Loan Party, must be secured by Liens having a junior priority relative to the Liens on the Collateral securing the Secured Obligations) or (ii) secured loans (which, in the case of Indebtedness incurred by a Loan Party, such loans must be secured by Liens having a junior priority relative to the Liens on the Collateral securing the Secured Obligations); provided that (i) after giving effect to the incurrence of such Indebtedness on a Pro Forma Basis, the Secured Leverage Ratio (or in the case of Indebtedness incurred by Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio) is less than or equal to (1) 5.80 to 1.00 or (2) solely to the extent such secured Indebtedness is incurred in connection with a Permitted Acquisition or other similar Investment permitted under Section 6.04 and, other than the case of Indebtedness incurred by a non-Loan Party, is secured by liens on Collateral junior to the liens securing the Obligations and the liens securing obligations arising under the Second Lien Facility (to the extent the Second Lien Facility is then outstanding) and/or any other second lien facility entered into as a replacement of or in connection with the refinancing (in full or in part) of the Second Lien Facility, the Secured Leverage Ratio (or in the case of Indebtedness incurred by Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio) immediately prior to the incurrence of such Indebtedness and such Permitted Acquisition or Investment for the most recently ended Test Period as of such time, (ii) such Indebtedness complies with the Required Additional Debt Terms and (iii) if such Indebtedness is incurred by a Loan Party, a Senior Representative acting on behalf of the holders of such Indebtedness shall have entered into the Closing Date Intercreditor Agreement and, if applicable, a customary Intercreditor Agreement substantially consistent with the Closing Date Intercreditor Agreement pursuant to which, among other things, the Liens securing such Indebtedness are subordinated to the Liens securing the Secured Obligations, and (iv) any such Indebtedness shall constitute the incurrence of (and, for the avoidance of doubt, comply with the conditions related to) Incremental Equivalent Debt, and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing clause (A); provided, further, that the aggregate principal amount of Indebtedness of which the primary obligor or a guarantor is a Restricted Subsidiary that is not a Loan Party outstanding in reliance on this clause (xxiv) and clauses (vii), (xiv) and (xix) above shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the~~

~~greater of \$50,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period as of such time;~~

(xxv) ~~Indebtedness of any Restricted Subsidiary that is not a Loan Party; provided that (A) the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xxv) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the greater of \$25,000,000 and 10% of Consolidated EBITDA for the most recently ended Test Period as of such time and (B) to the extent such Indebtedness is secured, it is secured only by liens on assets of Restricted Subsidiaries that are not Loan Parties and such Liens are otherwise permitted pursuant to Section 6.02;~~[reserved];

(xxvi) ~~Indebtedness of the Borrower or any Restricted Subsidiary in an aggregate principal amount not greater than the Available Equity Amount that is Not Otherwise Applied at the time of incurrence~~[reserved];

(xxvii) ~~Indebtedness in the form of Capital Lease Obligations arising out of any Sale Leaseback and any Permitted Refinancing thereof~~[reserved];

(xxviii) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxvii) above.

(a)

(b) Holdings and each Intermediate Parent will not create, incur, assume or permit to exist any Indebtedness except Indebtedness created under subsections (i), ~~(ii)(C), (iii)~~, (iv), (vi), (ix), (x), (xi), (xii), and (xiii) ~~and (xviii)~~ of this Section 6.01(a) and all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in the foregoing clauses.

(c) Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, issue any preferred Equity Interests or any Disqualified Equity Interests, except ~~(A) in the case of Holdings, preferred Equity Interests that are Qualified Equity Interests and (B) in the case of the Borrower or any Restricted Subsidiary or Intermediate Parent, preferred Equity Interests or Disqualified Equity Interests issued to and held by Holdings, the Borrower or any Restricted Subsidiary.~~

For purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (i) through (xxvii) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above clauses, including for the avoidance of doubt classification and reclassifications within and between clauses (a) through (c) of the definition of Incremental Cap; *provided* that all Indebtedness outstanding under the Loan Documents ~~or under the Second Lien Facility~~ will be deemed to have been incurred in reliance only on the applicable exception in clause (i) and Indebtedness incurred under the First Lien Priority Credit Agreement shall be incurred pursuant to clause (ii)(C), respectively (xviii) and may not be reclassified or divided.

SECTION 6.02 Liens. Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) (A) Liens existing on Effective Date; *provided* that any Lien securing Indebtedness or other obligations ~~in excess of \$2,500,000 individually~~ shall only be permitted if set forth on Schedule 6.02, and any modifications, replacements, renewals or extensions thereof; *provided* that (1) such modified, replacement, renewal or extension Lien does not extend to any additional property other than (a) after-acquired property that is affixed or incorporated into the property covered by such Lien and (b) proceeds and products thereof, and (2) the obligations secured or benefited by such modified, replacement, renewal or extension Lien are permitted by Section 6.01, and (B) ~~Liens on the Collateral securing Indebtedness permitted under Section 6.01(ii)(C);~~ [reserved], *provided* that, in the case of this clause (B), such Liens shall be junior to the Liens securing the Secured Obligations pursuant to the Closing Date Intercreditor Agreement;

(iv) Liens securing Indebtedness permitted under Section 6.01(a)(v) ~~or (xxvii)~~; *provided* that (A) such Liens attach concurrently with or within 270180 days after the acquisition, repair, replacement, construction or improvement (as applicable) of the property subject to such Liens, (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, except for accessions to such property and the proceeds ~~and the products~~ thereof, and any lease of such property (including accessions thereto) and the proceeds and products thereof, and (C) with respect to Capital Lease Obligations, such Liens do not at any time extend to or cover any assets (except for accessions to or proceeds of such assets) other than the assets subject to such Capital Lease Obligations; *provided further*, that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(ivv) leases, non-exclusive licenses, subleases, sublicenses or easement interests granted to others that do not (A) interfere in any material respect with the business of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries, taken as a whole or (B) secure any Indebtedness;

(vi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(viii) Liens (A) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (B) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking industry;

(viii) Liens (A) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 6.04 to be applied against the purchase price for such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment or any Disposition permitted under Section 6.05 (including any letter of intent or purchase agreement with respect to such Investment or Disposition) or (B) consisting of an agreement to dispose of any property in a Disposition permitted under Section 6.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

~~(viii) Liens on property of any Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted Subsidiary or another Restricted Subsidiary that is not a Loan Party, in each case permitted under Section 6.01;~~

(ix) [reserved];

~~(ix)~~ Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of any Loan Party, Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of any Restricted Subsidiary that is not a Loan Party and Liens granted by a Loan Party in favor of any other Loan Party;

~~(xi)~~ Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the date hereof (other than Liens on the Equity Interests of any Person that becomes a Restricted Subsidiary); *provided* that (A) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (B) such Lien does not extend to or cover any other assets or property (other than the proceeds ~~or products thereof and other than after acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require or include, pursuant to their terms at such time, a pledge of after acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition~~thereof), and (C) the Indebtedness secured thereby is permitted under Section 6.01(a)(v) or (vii);

~~(xii)~~ any interest or title of a lessor under leases (other than leases constituting Capital Lease Obligations) entered into by any of the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

~~(xiii)~~ Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods by any of the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

~~(xiv)~~ Liens deemed to exist in connection with Investments in repurchase agreements under clause (e) of the definition of the term "Permitted Investments";

~~(xv)~~ Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

~~(xvi)~~ Liens that are contractual rights of setoff (A) relating to the establishment of depository relations with banks not given in connection with the incurrence of Indebtedness, (B) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Holdings, any Intermediate Parent, the Borrower and the Restricted Subsidiaries or (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

~~(xvii)~~ ground leases ~~and other encumbrances~~in the ordinary course of business in respect of real property ~~(and interests therein)~~ on which facilities owned, or leased, ~~subleased or licensed~~ by the Borrower or any of ~~the~~its Restricted Subsidiaries are located;

~~(xviii)~~ Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xix) [reserved];

~~(xviii) Liens (A) on the Collateral securing Permitted First Priority Refinancing Debt,~~

~~(A) on the Collateral securing Permitted Second Priority Refinancing Debt, (C) on the Collateral securing Incremental Equivalent Debt and Permitted Refinancings thereof and (D) on the Collateral securing Indebtedness permitted under Section 6.01(a)(xxiv);~~

~~(ixxx)~~ other Liens; *provided* that at the time of incurrence of the obligations secured thereby (after giving Pro Forma Effect to any such obligations) the aggregate outstanding face amount of obligations secured by Liens existing in reliance on this clause (xx) shall not exceed ~~the greater of \$37,500,000 and 15% of Consolidated EBITDA for the Test Period then last ended;~~ 5,000,000 and, if such Liens are secured by Collateral, such Liens shall be (i) junior in priority to the Liens securing the Secured Obligations (except, in each case, to the extent such Liens (x) secure Capital Leases or purchase money Indebtedness and extend only to assets acquired with the proceeds of such Indebtedness and proceeds and products thereof, replacements, accession or additions thereto and improvements thereon or (y) are senior to the Liens securing the Secured Obligations by operation of law);

~~(xxxi)~~ Liens on cash and Permitted Investments used to satisfy or discharge Indebtedness; *provided* such satisfaction or discharge is permitted hereunder;

~~(xxixii)~~ receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

~~(xxixiii)~~ Liens on cash or Permitted Investments securing Swap Agreements not entered into for speculative purposes in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law; ~~and~~

~~(xxixiv)~~ Liens on deposits taken by a Restricted Subsidiary that constitutes a regulated bank incurred in connection with the taking of such deposits; and

(xxv) Liens securing Indebtedness permitted under Section 6.01(a)(xviii).

For purposes of determining compliance with this Section 6.02, in the event that any Lien meets the criteria of more than one of the categories of Liens described in clauses (i) through ~~(xxiv)~~xxv) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such Lien (or any portion thereof) and will only be required to include the amount and type of such Lien in one or more of the above clauses; *provided* that ~~all, notwithstanding anything to the contrary,~~ Liens securing the ~~Secured Obligations and all Liens securing the indebtedness outstanding under the Second~~First Lien Priority Credit Agreement will be deemed to have been incurred in reliance only on the applicable exception in clause (i) and clause (iii)(B), respectivelyshall be incurred pursuant to Section 6.02(xxv) and may not be reclassified or divided.

SECTION 6.03 Fundamental Changes.

(a) Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, merge into or consolidate or amalgamate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that:

(i) any Restricted Subsidiary may merge with (A) the Borrower; *provided* that the Borrower shall be the continuing or surviving Person or (B) one or more other Restricted Subsidiaries; *provided* that when any Subsidiary Loan Party is merging or amalgamating with another Restricted Subsidiary either (1) the continuing or surviving Person shall be a Subsidiary Loan Party or (2) if the continuing or surviving Person is not a Subsidiary Loan Party, the acquisition of such Subsidiary Loan Party by such surviving Restricted Subsidiary is permitted under Section 6.04;

(ii) any Restricted Subsidiary may liquidate or dissolve or change its legal form if the Borrower determines in good faith that such action is in the best interests of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries and is not materially disadvantageous to the Lenders;

(iii) any Restricted Subsidiary may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to another Restricted Subsidiary; *provided* that if the transferor in such a transaction is a Loan Party, then either (A) the transferee must be a Loan Party, (B) to the extent constituting an Investment, such Investment must be an Investment in a Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (C) to the extent constituting a Disposition to a Restricted Subsidiary that is not a Loan Party, such Disposition is for Fair Market Value and any promissory note or other non-cash consideration received in respect thereof is an Investment in a Restricted Subsidiary that is not a Loan Party permitted by Section 6.04;

(iv) the Borrower may merge, amalgamate or consolidate with any other Person; *provided* that ~~(A) the Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the "Successor Borrower"), (1) the Successor Borrower shall be an entity organized or existing under the laws of the United States or any political subdivision thereof, (2) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to the Administrative Agent, (3) each Loan Party other than the Borrower, unless it is the other party to such merger or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of, and grant of any Liens as security for, the Secured Obligations shall apply to the Successor Borrower's obligations under this Agreement and (4) the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer and an opinion of counsel, each stating that such merger, amalgamation or consolidation complies with this Agreement; *provided further*, that (x) if such Person is not a Loan Party, no Event of Default exists after giving effect to such merger or consolidation and (y) if the foregoing requirements are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement and the other Loan Documents; *provided further*, that the Borrower agrees to provide any documentation and other information about the Successor Borrower as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act;~~

(v) Holdings or any Intermediate Parent may merge, amalgamate or consolidate with any other Person (other than the Borrower), so long as no Event of Default exists after giving effect to such merger, amalgamation or consolidation; *provided* that (A) Holdings or Intermediate Parent, as applicable, shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not Holdings or Intermediate Parent, as applicable, or is a Person into which Holdings or Intermediate Parent, as applicable, has been liquidated (any such Person, the “Successor Holdings”), (1) the Successor Holdings shall expressly assume all the obligations of Holdings or Intermediate Parent, as applicable, under this Agreement and the other Loan Documents to which Holdings or Intermediate Parent, as applicable, is a party pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to the Administrative Agent, (2) each Loan Party other than Holdings or Intermediate Parent, as applicable, unless it is the other party to such merger, amalgamation or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of and grant of any Liens as security for the Secured Obligations shall apply to the Successor Holdings’ obligations under this Agreement, (3) the Successor Holdings shall, immediately following such merger, amalgamation or consolidation, directly or indirectly own all Subsidiaries owned by Holdings or Intermediate Parent, as applicable, immediately prior to such transaction, (4) Holdings or Intermediate Parent, as applicable, shall have delivered to the Administrative Agent a certificate of a Responsible Officer and an opinion of counsel, each stating that such merger or consolidation complies with this Agreement and (5) ~~Holdings or such Intermediate Parent, as applicable, may not merge, amalgamate or consolidate with any Subsidiary Loan Party if any Permitted Holdings Debt is then outstanding unless, after giving effect to such merger, amalgamation or consolidation, the Interest Coverage Ratio is greater than 2.00 to 1.00 on a Pro Forma Basis~~[reserved]; *provided further*, that if the foregoing requirements are satisfied, the Successor Holdings will succeed to, and be substituted for, Holdings or Intermediate Parent, as applicable, under this Agreement and the other Loan Documents; *provided further*, that the Borrower agree to provide any documentation and other information about the Successor Holdings as shall have been reasonably requested in writing by any the Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including Title III of the USA Patriot Act;

(vi) any Restricted Subsidiary may merge, consolidate or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 6.04; *provided* that the continuing or surviving Person shall be a Restricted Subsidiary, which together with each of the Restricted Subsidiaries, shall have complied with the requirements of Sections 5.11 and 5.12;

~~(vii) Holdings, the Borrower and the Restricted Subsidiaries may consummate the Transactions; and~~

~~(viii)~~(vii) any Restricted Subsidiary may effect a merger, dissolution, liquidation consolidation or amalgamation to effect a Disposition permitted pursuant to Section 6.05; ~~and~~ and

(viii) [reserved].

SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, make or hold any Investment, except:

- (a) Permitted Investments at the time such Permitted Investment is made;
- (b) loans or advances to officers, directors and employees of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests in Holdings (or any direct or indirect parent thereof) (*provided* that the amount of such loans and advances made in cash to such Person shall be contributed to the Borrower in cash as common equity or Qualified Equity Interests) and (iii) for purposes not described in the foregoing clauses (i) and (ii); *provided* that at the time of incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount outstanding in reliance on ~~this clause (i) and~~ clause (iii) above shall not to exceed \$~~10,000,000~~1,000,000 in the aggregate at any time outstanding;
- (c) Investments by Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary in any of Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary; *provided* that, in the case of any Investment by a Loan Party in a Restricted Subsidiary that is not a Loan Party, no Event of Default shall have occurred and be continuing or would result therefrom and shall not in the aggregate at any time outstanding exceed \$5,000,000 and shall be made solely using cash or Permitted Investments in the ordinary course of business consistent with past practice;
- (d) Investments consisting of prepayments to suppliers in the ordinary course of business;
- (e) Investments consisting of extensions of trade credit in the ordinary course of business;
- (f) Investments (i) existing ~~or contemplated~~ on the date hereof and set forth on Schedule 6.04(f) and any modification, replacement, renewal, reinvestment or extension thereof and (ii) Investments existing on the date hereof by Holdings, the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary and any modification, renewal or extension thereof; *provided* that the amount of the original Investment is not increased except by the terms of such Investment to the extent as set forth on Schedule 6.04(f) or as otherwise permitted by this Section 6.04;
- (g) Investments in Swap Agreements not entered into for speculative purposes permitted under Section 6.01;
- (h) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 6.05;
- (i) Permitted Acquisitions in an aggregate amount not to exceed \$25,000,000 during the term of this Agreement;
- (j) ~~Investments made in connection with the Transactions~~[reserved];
- (k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;
- (l) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers, from financially troubled account debtors or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;
- (m) loans and advances by Holdings, the Borrower or any Restricted Subsidiary to any direct or indirect parent of Holdings in lieu of, and not in excess of the amount of (after giving effect to any

other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made by Holdings to such parent in accordance with Section 6.08(a); provided that, any such loans and advances will be deemed to reduce the relevant available capacity under the applicable sub-section of Section 6.08(a);

(n) [reserved];

~~(no)~~ other Investments ~~and other acquisitions~~; *provided* that at the time any such Investment ~~or other acquisition~~ is made, the aggregate outstanding amount of all Investments made in reliance on this clause (n) together with the aggregate amount of all consideration paid in connection with all other ~~acquisitions~~ Investments made in reliance on this clause (n) (including the aggregate principal amount of all Indebtedness assumed in connection with any such other acquisition), shall not exceed ~~the sum of (A) the greater of \$95,000,000 and 38% of Consolidated EBITDA for the most recently ended Test Period after giving Pro Forma Effect to the making of such Investment or other acquisition, plus (B) so long as immediately after giving effect to any such Investment no Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing, the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment, plus (C) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment;~~ \$5,000,000; provided further that this clause (o) may not be used for Investments in Subsidiaries of Holdings that are not Loan Parties;

~~(op)~~ [reserved];

~~(pq)~~ advances of payroll payments to employees in the ordinary course of business;

~~(qr)~~ Investments and other acquisitions to the extent that payment for such Investments is made with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof or the IPO Entity), in each case, to the extent not resulting in a Change of Control; *provided* that (i) ~~such amounts used pursuant to this clause (q) shall not increase the Available Equity Amount~~ [reserved] and (ii) any amounts used for such an Investment or other acquisition that are not Qualified Equity Interests of Holdings (or any direct or indirect parent thereof or the IPO Entity) shall otherwise be permitted pursuant to this Section 6.04;

~~(rs)~~ Investments of a Subsidiary acquired after the Effective Date or of a Person merged or consolidated with any Subsidiary in accordance with this Section and Section 6.03 after the Effective Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

~~(s)~~ ~~non-cash Investments in connection with tax planning and reorganization activities; provided that after giving effect to any such activities, the security interests of the Lenders in the Collateral, taken as a whole, would not be materially impaired;~~

(t) [reserved];

~~(tu)~~ Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions, Restricted Payments and Restricted Debt Payments permitted (other than by reference to this Section 6.04(t)) under Sections 6.02, 6.01, 6.03, 6.05, 6.08(a) and 6.08(b), respectively;

~~(u) additional Investments; provided that after giving effect to such Investment (A) on a Pro Forma Basis, the Total Leverage Ratio is less than or equal to 4.80 to 1.00 and (B) there is no continuing Event of Default;~~

(v) [reserved];

~~(w)~~ contributions to a “rabbi” trust for the benefit of employees, directors, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Borrower;

~~(x)~~ to the extent that they constitute Investments, purchases and acquisitions of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, Intellectual Property, or other rights, in each case in the ordinary course of business;

(y) [reserved]; and

~~(z)~~ Investments in Subsidiaries in the form of receivables and related assets required in connection with a Permitted Receivables Financing (including the contribution or lending of cash and cash equivalents to Subsidiaries to finance the purchase of such assets from the Borrower or other Restricted Subsidiaries or to otherwise fund required reserves); ~~and~~

~~(y) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of “Unrestricted Subsidiary.”~~

For purposes of determining compliance with this Section 6.04, with respect to any Investment initially made in reliance on a dollar-based criteria described in clauses (a) through (y) above in any Person that is not a Restricted Subsidiary at the time of, or after giving effect to, the making of such Investment, the Borrower may, in its sole discretion, reclassify such Investment (or any portion thereof) to clause (i) of this Section 6.04 upon such Person becoming a Restricted Subsidiary.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, Holdings, the Borrower, and each Subsidiary and any Intermediate Parent will comply with the Material Intellectual Property Provision.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, for purposes of this Section 6.04, the Foreign Guarantors will be deemed to be Subsidiaries of the Borrower that are not Loan Parties.

SECTION 6.05 Asset Sales. (a) Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent, to, (i) sell, transfer, lease, license or otherwise dispose of any asset, including any Equity Interest owned by it or (ii) permit any Restricted Subsidiary to issue any additional Equity Interest in such Restricted Subsidiary (other than issuing directors’ qualifying shares, nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law and other than issuing Equity Interests to Holdings, the Borrower or a Restricted Subsidiary in compliance with Section 6.04(c)) (each, a “Disposition”), except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property that is no longer used or useful, or economically practicable to maintain, in the conduct of the business of Holdings, any Intermediate

Parent, the Borrower and the Restricted Subsidiaries (including allowing any registration or application for registration of any Intellectual Property that is no longer used or useful, or economically practicable to maintain, to lapse or go abandoned);

(b) Dispositions of inventory and other assets in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) an amount equal to the Net Proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the Borrower or a Restricted Subsidiary; *provided* that if the transferor in such a transaction is a Loan Party, then either (i) the transferee must be a Loan Party, (ii) to the extent constituting an Investment, such Investment must be an Investment in a Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted Subsidiary that is not a Loan Party, such Disposition is for Fair Market Value and any promissory note or other non-cash consideration received in respect thereof is an Investment in a Restricted Subsidiary that is not a Loan Party permitted by Section 6.04;

(e) Dispositions permitted by Section 6.03, Investments permitted by Section 6.04 (other than Section 6.04(u)), Restricted Payments permitted by Section 6.08(a), Restricted Debt Payments permitted by Section 6.08(b) and Liens permitted by Section 6.02, in each case, other than by reference to this Section 6.05(~~e~~);

(f) [reserved];

(g) Dispositions of Permitted Investments in the ordinary course of business;

(h) Dispositions of (A) accounts receivable in the ordinary course of business in connection with the collection or compromise thereof (~~including~~excluding sales to factors or other third parties) and (B) accounts receivables and related assets pursuant to any Permitted Receivables Financing;

(i) leases, subleases, non-exclusive licenses or sublicenses, in each case, in the ordinary course of business and that, individually or in the aggregate, do not materially interfere with the business of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries, ~~taken as a whole~~;

(j) ~~transfers~~Dispositions of property subject to Casualty Events upon receipt of the Net Proceeds of such Casualty Event;

(k) Dispositions of property to Persons other than Holdings, the Borrower or any of the Restricted Subsidiaries (including ~~(x)~~ the sale or issuance of Equity Interests in a Restricted Subsidiary and ~~(y) any Sale Leaseback~~) not otherwise permitted under this Section 6.05 in an aggregate principal amount not to exceed \$10,000,000 in any fiscal year; *provided* that (i) such Disposition is made for Fair Market Value and (ii) ~~with respect to any Disposition pursuant to this clause (k) for a purchase price in excess of \$25,000,000 for any transaction or series of related transactions~~, the Borrower or a Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Permitted Investments; ~~*provided, however, that for the purposes of this clause (ii), (A) any liabilities (as shown on the most recent balance sheet of the Borrower provided hereunder or in the footnotes thereto) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Loan Document Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which Holdings, any Intermediate Parent, the Borrower and the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, shall be deemed to be*~~

~~cash, (B) any securities received by Holdings, any Intermediate Parent the Borrower or such Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted Subsidiary into cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 180 days following the closing of the applicable Disposition, shall be deemed to be cash and (C) any Designated Non-Cash Consideration received by Holdings, any Intermediate Parent, the Borrower or such Restricted Subsidiary in respect of such Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (k) that is at that time outstanding, not in excess (at the time of receipt of such Designated Non-Cash Consideration) of the greater of (x) \$50,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period, with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash;~~

(l) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(m) Dispositions of any assets (including Equity Interests) (i) acquired in connection with any Permitted Acquisition or other similar Investment permitted hereunder, which assets are not used or useful to the core or principal business of the Borrower and the Restricted Subsidiaries and (ii) made to obtain the approval of any applicable antitrust authority in connection with a Permitted Acquisition or other similar Investment permitted hereunder;

(n) transfers of condemned property as a result of the exercise of “eminent domain” or other similar powers to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of property arising from foreclosure or similar action or that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement;

~~(o) Dispositions of property for Fair Market Value not otherwise permitted under this Section 6.05 having an aggregate purchase price not to exceed \$50,000,000; and~~

(o) [reserved]; and

~~(p) the sale or discount (with or without recourse) of accounts receivable and related assets in connection with a Permitted Receivables Financing~~[reserved].

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, Holdings, the Borrower, and each Subsidiary and any Intermediate Parent will comply with the Material Intellectual Property Provision.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, for purposes of this Section 6.05, the Foreign Guarantors will be deemed to be Subsidiaries of the Borrower that are not Loan Parties.

SECTION 6.06 Holdings Covenant. Holdings and any Intermediate Parent will not conduct, transact or otherwise engage in any business or operations, or own any Equity Interests of any Person, other than (i) the ownership and/or acquisition of the Equity Interests of the Borrower and any Intermediate Parent, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and/or the Borrower, (iv) the performance of its obligations under and in connection with the Loan Documents, any documentation governing any

Indebtedness or Guarantee permitted to be incurred or made by it under Article VI, the ~~Acquisition Agreement, the Transactions, the other agreements contemplated by the Acquisition Agreement~~ and the other agreements contemplated hereby and thereby, (v) any public offering of its common stock or any other issuance or registration of its (or its direct or indirect parent's) Equity Interests for sale or resale not prohibited by this Agreement, including the costs, fees and expenses related thereto, including the formation of one or more "shell" companies to facilitate any such offering or issuance, (vi) any transaction that Holdings or any Intermediate Parent is permitted to enter into or consummate under Article VI (including, but not limited to, the making of any Restricted Payment permitted by Section 6.08 or holding of any cash or Permitted Investments received in connection with Restricted Payments made in accordance with Section 6.08 pending application thereof in the manner contemplated by Section 6.04, the incurrence or payment of any Indebtedness permitted to be incurred by it under Section 6.01 or not prohibited to be paid by it under Section 6.08(b) and, subject to the limitations set forth in the preceding clause (i), the making of any Investment in any Intermediate Parent, the Borrower or any of its Subsidiaries permitted to be made by it under Section 6.04), (vii) incurring reasonable and customary documented fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes, (viii) providing indemnification ~~to officers and directors and as otherwise~~ as permitted in Section 6.09, (ix) activities incidental to the consummation of the Transactions and (x) activities incidental to the businesses or activities described in clauses (i) to (ix) of this paragraph.

SECTION 6.07 Negative Pledge. Holdings and the Borrower will not, and will not permit any Restricted Subsidiary or Intermediate Parent to enter into any agreement, instrument, deed or lease that prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Secured Obligations or under the Loan Documents; *provided* that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (i) Requirements of Law, (ii) any Loan Document, (iii) ~~the any~~ documentation relating to the Second Lien Facility governing any Permitted Receivables Financing entered into in the ordinary course, (iv) any documentation ~~related to any Permitted Receivables Financing, (v) any documentation governing Incremental Equivalent Debt, (vi) any documentation governing Permitted Unsecured Refinancing Debt, Permitted First Priority Refinancing Debt or Permitted Second Priority Refinancing Debt, (vii) any documentation governing Indebtedness incurred pursuant to Section 6.01(a)(xxiv) governing the First Lien Priority Credit Agreement, (v) [reserved], (vi) [reserved], (vii) [reserved] and (viii) any documentation governing any Permitted Refinancing incurred to refinance any such Indebtedness referenced in clauses (i) through (vii) above; *provided* that with respect to Indebtedness referenced in (A) clauses (v) and (vii) above, such restrictions shall be no more restrictive in any material respect than the restrictions and conditions in the Loan Documents or, in the case of Junior Financing, are market terms at the time of issuance and (B) clause (vi) or clause (viii) above, such restrictions shall not expand the scope in any material respect of any such restriction or condition contained in the Indebtedness being Refinanced;~~

(b) customary restrictions and conditions existing on the Effective Date set forth on Schedule 6.07 and any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) restrictions and conditions contained in agreements relating to the sale of a Subsidiary or any assets pending such sale; *provided* that such restrictions and conditions apply only to the Subsidiary or assets that is or are to be sold and such sale is permitted hereunder;

(d) customary provisions in leases, licenses and other contracts restricting the assignment thereof;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing by such Indebtedness;

(f) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Restricted Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition); *provided* that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to the Borrower or any Restricted Subsidiary;

(g) restrictions or conditions in any Indebtedness permitted pursuant to Section 6.01 that is incurred or assumed by Restricted Subsidiaries that are not Loan Parties to the extent such restrictions or conditions are no more restrictive in any material respect than the restrictions and conditions in the Loan Documents or, in the case of Junior Financing, are market terms at the time of issuance and are imposed solely on such Restricted Subsidiary and its Subsidiaries;

(h) restrictions on cash (or Permitted Investments) or other deposits imposed by agreements entered into in the ordinary course of business (or other restrictions on cash or deposits constituting Permitted Encumbrances);

~~(i) restrictions set forth on Schedule 6.07 and any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;~~

(i) [reserved];

(j) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted by Section 6.02 and applicable solely to such joint venture and entered into in the ordinary course of business; and

(k) customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations.

SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) Neither Holdings nor the Borrower will, nor will they permit any Intermediate Parent or Restricted Subsidiary to pay or make, directly or indirectly, any Restricted Payment, except:

~~(i) Each Intermediate Parent, the Borrower and each Restricted Subsidiary may make Restricted Payments to Holdings, an Intermediate Parent, the Borrower or any other Restricted Subsidiary; provided that in the case of any such Restricted Payment by a Restricted Subsidiary that is not a wholly-owned Subsidiary of the Borrower, such Restricted Payment is made to the Borrower, any Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests;~~

(i) each Restricted Subsidiary may make Restricted Payments to the Borrower or any other wholly-owned Subsidiary of the Borrower that is a Loan Party and (B) each Restricted

Subsidiary that is not a Loan Party may make Restricted Payments to any other wholly-owned Restricted Subsidiary that is not a Loan Party in the ordinary course of business and consistent with past practice;

(ii) [reserved];

(iii) Holdings may declare and make dividend payments or other distributions payable solely in the Equity Interests of Holdings;

(iv) ~~Restricted Payments made to consummate the Transactions and pay fees and expenses related thereto (including Restricted Payments made (A) to holders of restricted stock or performance stock units as provided by the Acquisition Agreement as in effect on the Effective Date, (B) to holders of Equity Interests of the Target (immediately prior to giving effect to the Acquisition) in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, in each case, with respect to the Transactions and (C) in order to satisfy indemnity and other similar obligations under the Acquisition Agreement as in effect on the Effective Date);~~[reserved];

(v) repurchases of Equity Interests in Holdings (or Restricted Payments by Holdings to allow repurchases of Equity Interest in any direct or indirect parent of Holdings) deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such stock options or warrants;

(vi) Restricted Payments made by Holdings to redeem, acquire, retire or repurchase its Equity Interests (or any options, warrants, restricted stock units or stock appreciation rights issued with respect to any of such Equity Interests) (or make Restricted Payments to allow any of Holdings' direct or indirect parent companies to so redeem, retire, acquire or repurchase their Equity Interests) held by future, current or former officers, managers, consultants, directors and employees (or their respective affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees) of Holdings (or any direct or indirect parent thereof), any Intermediate Parent, the Borrower and the Restricted Subsidiaries, upon the death, disability, retirement or termination of employment of any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment agreements or equity holders' agreement; *provided* that the aggregate amount of Restricted Payments permitted by this clause (vi) after the Effective Date, together with the aggregate amount of loans and advances by Holdings, the Borrower or any Restricted Subsidiary to any parent of Holdings made pursuant to Section 6.04(m) in lieu thereof, shall not exceed ~~the sum of (A) the greater of \$10,000,000 and 4.0% of Consolidated EBITDA (increasing to the greater of \$15,000,000 and 6.0% of Consolidated EBITDA after the consummation an IPO)~~2,000,000 for the most recently ended Test Period after giving Pro Forma Effect to the making of such Restricted Payment in any fiscal year of the Borrower and (B) the amount in any fiscal year equal to the cash proceeds of key man life insurance policies received by the Borrower or the Restricted Subsidiaries after the Effective Date; *provided* that any unused portion of the preceding basket calculated pursuant to clauses (A) and (B) above for any fiscal year may be carried forward to the next two succeeding fiscal years, but in any event, not to exceed an aggregate of \$5,000,000 in any fiscal year;

(vii) Holdings may make Restricted Payments in cash:

(A) to allow any direct or indirect parent of Holdings to pay, for any taxable period for which Holdings and/or any of its Subsidiaries are members of a consolidated, combined or unitary tax group for U.S. federal and/or applicable state, local or foreign income Tax (or any similar Tax imposed in lieu of an income tax) for the purposes of which a direct or indirect parent of Holdings is the common parent or applicable taxpayer (a “Tax Group”), the portion of any U.S. federal, state, local or foreign Taxes (as applicable) of such Tax Group for such taxable period that is attributable to Holdings and/or its Subsidiaries or such parent’s or applicable taxpayer’s ownership of Holdings and/or its Subsidiaries (net of any payments already made by Holdings and its Subsidiaries); *provided* that Restricted Payments made pursuant to this clause (a)(vii)(A) shall not exceed the Tax liability that Holdings and/or its Subsidiaries (as applicable) would have incurred were such Taxes determined as if such entity(ies) were a standalone taxpayer or a stand-alone group; ~~and provided further, that Restricted Payments under this clause (A) in respect of any Taxes attributable to the income of any Unrestricted Subsidiaries of the Borrower may be made only to the extent that such Unrestricted Subsidiaries have made cash payments for such purpose to Holdings, the Borrower or its Restricted Subsidiaries;~~

(B) the proceeds of which shall be used by any direct or indirect parent of Holdings to pay (1) its operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including travel, administrative, legal, accounting, audit and similar expenses payable to third parties) that are reasonable and customary and incurred in the ordinary course of business and attributable to the ownership of Holdings and its Subsidiaries, (2) any reasonable and customary indemnification claims made by directors or officers of any direct or indirect parent of Holdings attributable to the ownership or operations of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries, (3) fees and expenses (x) due and payable by any of the Borrower and the Restricted Subsidiaries and (y) otherwise permitted to be paid by the Borrower and the Restricted Subsidiaries under this Agreement, (4) payments that would otherwise be permitted to be paid directly by the Borrower or the Restricted Subsidiaries pursuant to Section 6.09(iii) or (5) subject to there being no continuing Event of Default, (I) payments that would otherwise be permitted to be paid directly by Holdings, the Intermediate Parents, the Borrower or the Restricted Subsidiaries pursuant to Section 6.09(x) or (II) to the extent permitted by Section 6.09, other customary advisory, refinancing, subsequent transaction and exit fees and franchise, registration or similar Taxes payable by any direct or indirect parent of Holdings that are attributable to the ownership of Holdings and its Subsidiaries in each case, in accordance with the Approved Budget;

(C) the proceeds of which shall be used by any direct or indirect parent of Holdings to pay franchise and similar Taxes, and other fees and expenses, required to maintain its corporate existence;

(D) [reserved];

~~(DE)~~ the proceeds of which shall be used by any direct or indirect parent of Holdings to make payments of the type permitted by Section 6.08(a)(~~iv~~) or ~~Section 6.08(a)(vi)~~;

~~(EF)~~ ~~[Reserved]~~reserved;

~~(FG)~~ the proceeds of which shall be used to pay customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company of Holdings to the extent such salaries, bonuses and other benefits are attributable to the ownership or

operation of the Borrower and the Restricted Subsidiaries, in each case, in accordance with the Approved Budget; and

(H) [reserved];

(viii) [reserved];

(G) ~~the proceeds of which shall be used by any direct or indirect parent of Holdings to pay fees and expenses related to any equity or debt offering not prohibited by this Agreement (whether or not such offering is successful);~~

~~(viii) in addition to the foregoing Restricted Payments, Holdings may make additional Restricted Payments in an aggregate amount, when taken together with the aggregate amount of (1) prepayments, redemptions, purchases, defeasances and other payments in respect of Junior Financings made pursuant to Section 6.08(b)(iv) and (2) loans and advances made pursuant to Section 6.04(m) in lieu of Restricted Payments permitted by this clause (viii), not to exceed the sum of (A) an amount at the time of making any such Restricted Payment and together with any other Restricted Payment made utilizing this clause (A) so long as no Event of Default shall have occurred and be continuing or would result therefrom, not to exceed the greater of \$75,000,000 and 30.0% of Consolidated EBITDA for the most recently ended Test Period after giving Pro Forma Effect to the making of such Restricted Payment plus (B) so long as except with respect to use of the Starter Basket that is Not Otherwise Applied, no Event of Default shall have occurred and be continuing or would result therefrom, the Available Amount that is Not Otherwise Applied plus (C) the Available Equity Amount that is Not Otherwise Applied;~~

(ix) redemptions in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; *provided* that such new Equity Interests contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby; ~~*provided further that such amounts are not included in the Available Equity Amount or constitute a Permitted Cure Security;*~~

(x) payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options and the vesting of restricted stock and restricted stock units;

(xi) Holdings may (a) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Permitted Acquisition (or other similar Investment) and (b) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(xii) ~~the declaration and payment of Restricted Payments on Holdings' common stock (or the payment of Restricted Payments to any direct or indirect parent company of Holdings to fund a payment of dividends on such company's common stock), following consummation of an IPO; provided that the aggregate amount of Restricted Payments made pursuant to this clause in any fiscal year shall not exceed an amount equal to the greater of (i) 6.0% of the aggregate net cash proceeds of such IPO received by or contributed to the IPO Entity and (ii) 5.0% of the~~

~~market capitalization of Holdings or such parent, as applicable, immediately after giving effect to such IPO; [reserved];~~

(xiii) payments made or expected to be made by Holdings (or any parent thereof) in respect of withholding or similar taxes payable upon exercise of Equity Interests of Holdings (or such parent) by any future, present or former employee, director, officer, manager or consultant of Holdings, any Intermediate Parent, the Borrower or any of its Restricted Subsidiaries (or their respective controlled Affiliates or Immediate Family Members) and any repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests of Holdings (or such parent) represent a portion of the exercise price of such options or warrants or required withholding or similar taxes;

~~(xiv) additional Restricted Payments; provided that after giving effect to such Restricted Payment (A) on a Pro Forma Basis, the Total Leverage Ratio is less than or equal to 4.55 to 1.00 and (B) there is no continuing Event of Default; and [reserved]; and~~

~~(xv) the distribution, by dividend or otherwise, of shares of Equity Interests of, or Indebtedness owed to Holdings, the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are Permitted Investments); [reserved].~~

(b) Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary to make or pay, directly or indirectly, any payment or other distribution (whether in cash, securities or other assets or property) of or in respect of principal of or interest on any Junior Financing, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Junior Financing (the foregoing, “Restricted Debt Payments”), except:

(i) payment of regularly scheduled interest and principal payments (including any required AHYDO catch-up payment) as, in the form of payment and when due in respect of any Indebtedness, other than payments in respect of any Junior Financing prohibited by the subordination provisions thereof;

(ii) refinancings of Indebtedness with proceeds of a Junior Financing, or, other than in the case of Indebtedness subordinated in right of payment to the Loan Documents, unsecured Indebtedness, in each case, permitted to be incurred under Section 6.01;

(iii) the conversion of any Junior Financing to Equity Interests (other than Disqualified Equity Interests) of Holdings or any of its direct or indirect parent companies or any Intermediate Parent;

~~(iv) Restricted Debt Payments, when taken together with the aggregate amount of (1) Restricted Payments made pursuant to Section 6.08(a)(viii) and (2) loans and advances to Holdings made pursuant to Section 6.04(m) in lieu of Restricted Payments permitted by Section 6.08(a)(viii) not to exceed the sum of (A) an amount at the time of making any such Restricted Debt Payment and together with any other Restricted Debt Payment made utilizing this clause (A) so long as no Event of Default shall have occurred and be continuing or would result therefrom, not to exceed the greater of \$75,000,000 and 30.0% of Consolidated EBITDA for the most recently ended Test Period after giving Pro Forma Effect to the making of such Restricted Debt Payment plus (B) so long as except with respect to use of the Starter Basket that is Not Otherwise Applied, no Event of Default shall have occurred and be continuing or would result~~

~~therefrom, the Available Amount that is Not Otherwise Applied plus (C) the Available Equity Amount that is Not Otherwise Applied; and~~

~~(iv) [reserved]; and~~

~~(v) additional Restricted Debt Payments; provided that after giving effect to such Restricted Debt Payment (A) on a Pro Forma Basis, the Total Leverage Ratio is less than or equal to 4.80:1.00 and (B) there is no continuing Event of Default.[reserved].~~

(c) Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, amend or modify any documentation governing any Junior Financing, in each case ~~if the effect of such amendment or modification (when taken as a whole) is materially adverse to the Lenders in their capacity as such (except to the extent such amendment is made to effectuate any Restricted Debt Payment permitted by Section 6.08(b)).~~;

~~Notwithstanding anything herein to the contrary, the foregoing provisions of Section 6.08 will not prohibit the payment of any Restricted Payment or the consummation of any irrevocable redemption, purchase, defeasance or other payment within 60 days after the date of declaration thereof or the giving of such irrevocable notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement.~~

~~The amounts set forth in Section 6.08(a)(viii)(A) and 6.08(b)(iv)(A) (without duplication) may, in lieu of Restricted Payments or payments in respect of Junior Financing, be utilized by the Borrower or any Restricted Subsidiary to make or hold any Investments without regards to Section 6.04.~~

(i) ~~if the effect of such amendment or modification (when taken as a whole):~~

(A) ~~is materially adverse to the Lenders in their capacity as such;~~

(B) ~~more disadvantageous to the Lenders than the relevant transaction in existence on the Effective Date;~~

(C) ~~increases the amount of cash pay interest with respect thereto (including (x) pursuant to increases in the interest rate, increases to applicable floors, or increases to credit spread adjustments, (y) through payment of cash fees or (z) through modification of any tests required to be satisfied in order to require the payment of cash interest); provided that, for the avoidance of doubt, this clause (iii) shall not apply with regard to any payment-in-kind interest;~~

(D) ~~causes such indebtedness to mature earlier than (or have a Weighted Average Life to Maturity earlier than) the Loans;~~

(E) ~~adds, increases the amount, or increases the frequency of any amortization schedule or mandatory prepayments;~~

(F) ~~adds any covenant, condition, default, event of default, or any other term that is materially adverse to the Borrower relative to such terms as of the Effective Date (including any restrictions on paying the Loans or otherwise performing its obligations under this Agreement); or~~

(G) ~~adds any guarantor or collateral that is not a Guarantor or Collateral, as applicable, under the Loan Documents.~~

(ii) in violation of any Intercreditor Agreement, or any intercreditor agreement related to such debt entered into with the Administrative Agent and/or changes the subordination terms set forth in the definitive documentation governing any Junior Financing.

SECTION 6.09 Transactions with Affiliates. Neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(i) ~~(A)~~ transactions with Holdings, the Borrower, any Intermediate Parent or any Restricted Subsidiary ~~and (B) transactions involving aggregate payments or consideration of less than \$15,000,000~~ in the ordinary course of business;

(ii) on terms substantially as favorable to Holdings, the Borrower, such Intermediate Parent or such Restricted Subsidiary as would be obtainable by such Person at the time in a comparable arm's-length transaction with a Person other than an Affiliate;

(iii) the Transactions and the payment of fees and expenses related to the Transactions;

(iv) issuances of Equity Interests of Holdings, any Intermediate Parent or the Borrower to the extent otherwise permitted by this Agreement;

(v) employment and severance arrangements between Holdings, the Borrower, any Intermediate Parent and the Restricted Subsidiaries and their respective officers and employees in the ordinary course of business or otherwise in connection with the Transactions (including loans and advances pursuant to Sections 6.04(b) and 6.04(p));

(vi) reasonable payments by Holdings (and any direct or indirect parent thereof), any Intermediate Parent, the Borrower and the Restricted Subsidiaries pursuant to tax sharing agreements among Holdings (and any such parent thereof), any Intermediate Parent, the Borrower and the Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of any Intermediate Parent, the Borrower and the Restricted Subsidiaries, to the extent payments are permitted by Section 6.08;

(vii) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers and employees of Holdings (or any direct or indirect parent company thereof), the Borrower, any Intermediate Parent and the Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of Holdings, any Intermediate Parent, the Borrower and the Restricted Subsidiaries;

(viii) transactions pursuant to permitted agreements in existence ~~or contemplated~~ on the Effective Date and set forth on Schedule 6.09 or any amendment thereto to the extent such an amendment is not adverse to the Lenders ~~in any material respect~~;

(ix) Restricted Payments and Restricted Debt Payments permitted under Section 6.08 (other than Section 6.08(a)(vii)(B)(4) or (5));

(x) customary ~~payments~~ agreements (including related indemnities and expense reimbursements) by Holdings, any Intermediate Parent, the Borrower and any of the Restricted Subsidiaries ~~to~~ with the Sponsor made for any financial advisory, consulting, financing,

underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions, divestitures or financings), which ~~payments~~agreements are approved by the majority of the members of the Board of Directors or a majority of the disinterested members of the Board of Directors of such Person in good faith (including the ~~payment of~~agreements with respect to management and monitoring fees to certain of the Sponsor (or management companies of the Sponsor) in amounts contemplated by ~~the~~that certain services agreement ~~entered into as of~~in effect on the Amendment No. 8 Effective Date ~~and any termination or success fees payable thereunder in connection with the early termination of such agreement~~); provided that, notwithstanding the foregoing, no such fees described in this clause (x) shall be paid to the Sponsor (or any management companies of the Sponsor) pursuant to this clause (x) or otherwise during the term of this Agreement, but such fees may continue to accrue; and

(xi) the issuance or transfer of Equity Interests (other than Disqualified Equity Interests) of Holdings to any Permitted Holder or to any former, current or future director, manager, officer, employee or consultant (or any Affiliate of any of the foregoing) of the Borrower, any of the Subsidiaries or any direct or indirect parent thereof; ~~and,~~

~~(xii) transactions in connection with any Permitted Receivables Financing.~~

SECTION 6.10 Financial Covenant.

(i) The Borrower will not permit the First Lien Leverage Ratio as of the last day of any fiscal quarter ending after the Effective Date (commencing with the fiscal quarter ending September 30, 2017), but only to the extent the Testing Condition is satisfied as of such day, to be greater than 7.00 to 1.00; *provided that*, in calculating the First Lien Leverage Ratio solely for purposes of this Section 6.10:

(a) “Capital Lease Obligations” shall exclude and Consolidated First Lien Debt shall not, for the avoidance of doubt, be increased by:

(ii) Capitalized Leases created as a result of renewals, amendments, restatements, modifications or refinancings of leases existing on the Amendment No. 2 Effective Date (or, with respect to leases with Digital Realty Trust, Inc. and/or any of its Affiliates, renewals, amendments, restatements, modifications or refinancings prior to, on, or after the Amendment No. 2 Effective Date) that were previously accounted for as operating leases under GAAP, and Permitted Refinancings thereof,

(iii) any increase in Capital Lease Obligations created as a result of renewals, amendments, restatements, modifications or refinancings of Capitalized Leases existing on the Amendment No. 2 Effective Date (or, with respect to leases with Digital Realty Trust, Inc. and/or any of its Affiliates, renewals, amendments, restatements, modifications or refinancings prior to, on, or after the Amendment No. 2 Effective Date) and Permitted Refinancings thereof, and

(iv) Capitalized Leases entered into by the Borrower or its Restricted Subsidiaries on or after the Amendment No. 2 Effective Date (or, with respect to Digital Realty Trust, Inc., and/or any of its Affiliates, on or after December 1, 2018) and Permitted Refinancings thereof, and

(b) the cash rent with respect to Capital Leases (or the portion thereof) excluded pursuant to the foregoing clause (a) shall, without duplication, be deducted from the calculation of Consolidated

EBITDA to the extent such amount would have lowered Consolidated EBITDA if such Capital Leases were treated as operating leases.

(ii) During the Amendment No. 6 Restricted Period, neither Holdings nor the Borrower will, nor will they permit any Restricted Subsidiary or Intermediate Parent to:

(a) (A) designate any Restricted Subsidiary as an Unrestricted Subsidiary if such Restricted Subsidiary owns Material Assets or (B) transfer any Material Assets to any Unrestricted Subsidiary (for purposes of this clause (a) “Material Assets” means assets owned by the Borrower and its Restricted Subsidiaries that are material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole, as reasonably determined by the Borrower);

(b) make Investments in, or transfer assets (valued at their Fair Market Value) to, Unrestricted Subsidiaries, in an aggregate amount in excess of \$25,000,000 at any time outstanding;

(c) incur Indebtedness of which the primary obligor or a guarantor is a Restricted Subsidiary that is not a Loan Party in reliance on clauses (vii), (xiv), (xix), (xxv) or (xxiv) of Section 6.01(a) in an aggregate amount in excess of \$50,000,000 outstanding at the time of incurrence thereof and after giving Pro Forma Effect thereto;

(d) incur any Indebtedness in reliance on Section 6.01(xxvi);

(e) incur Indebtedness for borrowed money that is secured by a Lien on the Collateral having equal priority with the Liens on the Collateral securing the Secured Obligations in an aggregate amount in excess of \$50,000,000 outstanding at the time of incurrence thereof and after giving Pro Forma Effect thereto;

(f) incur Indebtedness for borrowed money that is secured by Liens on the Collateral having senior priority to the Liens on the Collateral securing the Secured Obligations;

(g) make Investments pursuant to [Section 6.04\(n\)\(A\)](#) in an aggregate amount in excess of \$50,000,000 at any time outstanding;

(h) make any Investments pursuant to Section 6.04(u);

(i) make Investments by Loan Parties in Restricted Subsidiaries that are not Loan Parties (or that will not become Loan Parties) pursuant to clauses (c), (i), (n)(A) or (n)(B) of Section 6.04 in an aggregate amount in excess of \$150,000,000 at any time outstanding;

(j) make any Restricted Payments pursuant to Section 6.08(a)(viii)(B) or Section 6.08(a)(xv);

(k) make any Restricted Debt Payments pursuant to Section 6.08(b)(iv)(B) or Section 6.08(b)(v);

(l) consummate any transaction that would result in any Subsidiary Loan Party becoming an Excluded Subsidiary pursuant to clause (a) of the definition of “Excluded Subsidiary” and thereby causing the release of such Subsidiary Loan Party from its

obligations under the Loan Documents unless (i) such transaction is with an entity that is not an Affiliate of the Borrower, (ii) such transaction has not been entered into with the primary purpose of evading the guarantee requirements set forth herein (as determined by the Borrower in good faith) and (iii) the release of such Subsidiary constitutes an Investment by the applicable Loan Party in such Subsidiary at the date of such release in an amount equal to the Fair Market Value of the Equity Interests of such Subsidiary that continue to be held by such Loan Party with such Investment being permitted at such time pursuant to Section 6.04 and this Section 6.10(ii);

(m) fail to furnish to the Administrative Agent, on behalf of each Lender, commencing April 13, 2023 and for each four-week anniversary of such date thereafter (each such date, a “Cash Flow Forecast Date”), (i) a 13-week operating budget of the Loan Parties detailing the Loan Parties’ anticipated weekly cash receipts and disbursements and anticipated weekly cash flow projections, on a consolidated basis (being based on assumptions believed by the Borrower to be reasonable in light of current market conditions as of the date of the preparation thereof (it being acknowledged and agreed that projections as to future events are not to be viewed as facts and that projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrower’s control and that no assurance can be given that any particular projections will be realized and actual results during the period or periods covered by any such projections may differ significantly from the projected results and such differences may be material) for such 13-week period, in form customarily prepared by management of the Borrower and (ii) a variance report setting forth the Loan Parties’ actual consolidated disbursements and receipts for the 13-week period covered by the most recently ended Cash Flow Forecast Date, in form customarily prepared by management of the Borrower; provided that, notwithstanding anything herein or in any other Loan Document, no Default or Event of Default shall occur by failure to observe or perform under this clause (m) unless such failure continues unremedied for a period of ten (10) Business Days after notice thereof from the Administrative Agent to the Borrower; and

(n) in calculating Consolidated EBITDA or any financial ratio for any purpose of this Agreement, add back to Consolidated EBITDA any amounts pursuant to clause (b) of the definition of “Consolidated EBITDA” (other than any amounts in connection with actual headcount reductions) in excess of 5% of Consolidated EBITDA (calculated prior to giving effect to such addback).

SECTION 6.11 Minimum Liquidity. Permit Actual Liquidity as of the last Friday of any calendar week (or, if such day is not a Business Day, the immediately preceding Business Day) to be less \$7,500,000 (the “Minimum Liquidity Covenant”).

SECTION 6.12 Limitation on Modifications of Certificate of Incorporation, By-Laws and Certain Other Agreements; etc. Amend or modify in any manner, the articles or certificate of incorporation or by-laws of the Borrower that is, or would reasonably be expect to be adverse to the Lenders.

SECTION 6.13 Limitation on Modifications of Loan Documents. **Notwithstanding anything to the contrary,** waive, amend or modify any Loan Document or any provisions thereof to:

(a) change any of the provisions of Section 2.16(c) or any other provision in the Loan Documents in a manner that would by its terms alter the pro rata sharing and/or application of payments

or proceeds of Collateral required thereby or any other provision in the Loan Documents in a manner that would by its terms alter the pro rata sharing and/or application of payments or proceeds of Collateral required thereby without the written consent of each Lender directly and adversely affected thereby;

(b) permit the creation or the existence of any Subsidiary that would be an Unrestricted Subsidiary or otherwise excluded from the requirements, taken as a whole, applicable to Subsidiaries pursuant to this Agreement without the written consent of each Lender affected thereby;

(c) amend or modify the definition of “Material Intellectual Property” or “Material Intellectual Property Provision” or the last paragraph of Section 6.05 or the last paragraph of Section 6.06 without the written consent of each Lender directly and adversely affected thereby;

(d) amend or modify the definition of “Material Intellectual Property” or “Material Intellectual Property Provision” or the last paragraph of Section 6.05 or the last paragraph of Section 6.06 without the written consent of each Lender directly and adversely affected thereby;

(e) authorize additional Indebtedness that would be issued under the Loan Documents for the purpose of influencing voting thresholds without the written consent of each Lender directly and adversely affected thereby;

(f) amend or modify the Loan Documents to allow for purchases of Term Loans (by dutch auction, open market purchase or through other assignments) by Holdings, any Intermediate Parent, the Borrower or any of their Subsidiaries or Affiliates, in each case, using consideration other than cash without the written consent of each Lender directly and adversely affected thereby;

(g) amend or modify Section 9.15 or provide that Subsidiaries that are not wholly-owned Subsidiaries are not required to become Subsidiary Loan Parties without the written consent of each Lender directly and adversely affected thereby; or

(h) subordinate any Facility to any other Indebtedness or subordinate the Lien securing the Initial Term Facility to any other Lien securing any other Indebtedness without the written consent of Lenders having Term Loans representing more than 66.67% of the aggregate Dollar Amount of Term Loans, Revolving Loans and unused Revolving Commitments taken as a whole, in each case, except in the case of (x) any Indebtedness that is expressly permitted by the Loan Documents as in effect on the Amendment No. 8 Effective Date to be senior to the Loans and/or be secured by a Lien that is senior to the Lien securing the Loans, (y) any “debtor-in-possession” facility or (z) any other Indebtedness exchanged for Loans so long as such Indebtedness is offered ratably to all Lenders.

ARTICLE VII EVENTS OF DEFAULT

SECTION 7.01 Events of Default. If any of the following events (any such event, an “Event of Default”) shall occur:

(a) any Loan Party shall fail to pay any principal of any Loan when and as the same shall become due and payable hereunder, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in paragraph (a) of this Section) payable under any Loan Document,

when and as the same shall become due and payable hereunder, and such failure shall continue unremedied for a period of (i) with respect to the April 25, 2023 Interest Payment, until the Forbearance Expiration Time, and (ii) otherwise, five Business Days;

(c) any representation or warranty made or deemed made by or on behalf of Holdings, any Intermediate Parent, the Borrower or any of the Restricted Subsidiaries in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall ~~prove to have been~~ be untrue or incorrect in any material respect when made or deemed made, and such incorrect representation or warranty (if curable) shall remain incorrect for a period of 30 days after notice thereof from the Administrative Agent to the Borrower;

(d) Holdings, any Intermediate Parent, the Borrower or any of the Restricted Subsidiaries shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.02(a), 5.04 (with respect to the existence of Holdings, any Intermediate Parent or the Borrower), 5.10, 5.14, 5.19, 5.20, 5.21, 5.23 or in Article VI or Amendment No. 8; *provided* that any failure to observe or perform Section 6.10 (a “Financial Covenant Event of Default”) shall not constitute an Event of Default with respect to any Term Loans unless and until the date on which the Revolving Lenders have actually terminated the Revolving Commitments and declared all Obligations under the Revolving Facility to be immediately due and payable in accordance with this Agreement (a “Financial Covenant Cross Default”);

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraph (a), (b) or (d) of this Section), and such failure (if curable) shall continue unremedied for a period of 30 days ~~after notice thereof from the Administrative Agent to the Borrower;~~

(f) Holdings, any Intermediate Parent, the Borrower or any of the Restricted Subsidiaries shall fail to make any payment (whether of principal, interest or otherwise and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any applicable grace period) other than with the prior written consent of the Required Lenders, which may be communicated by means of a Direction of the Required Lenders;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (other than with the prior written consent of the Required Lenders, which may be communicated by means of a Direction of the Required Lenders), *provided* that this paragraph (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that paragraph (f) of this Section will apply to any failure to make any payment required as a result of any such termination or similar event);

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, court protection, reorganization or other relief in respect of Holdings, any Intermediate Parent, the Borrower or any Material Subsidiary or its debts, or of a material part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or

hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, examiner, sequestrator, conservator or similar official for Holdings, any Intermediate Parent, the Borrower or any Material Subsidiary or for a material part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Holdings, any Intermediate Parent, the Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, court protection, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in paragraph (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, examiner, custodian, sequestrator, conservator or similar official for Holdings, any Intermediate Parent, the Borrower or any Material Subsidiary or for a material part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) one or more enforceable judgments for the payment of money in an aggregate amount in excess of ~~\$25,000,000~~ \$5,000,000 (to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied its obligation) shall be rendered against Holdings, any Intermediate Parent, the Borrower, any of the Restricted Subsidiaries or any combination thereof, without the prior written consent of the Required Lenders (which may be communicated by means of a Direction of the Required Lenders) and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any judgment creditor shall legally attach or levy upon assets of such Loan Party that are material to the businesses and operations of Holdings, the Intermediate Parents, the Borrower and the Restricted Subsidiaries, taken as a whole, to enforce any such judgment;

(k) (i) an ERISA Event or Foreign Plan Event occurs that has resulted or could reasonably be expected to result in liability of any Loan Party or any ERISA Affiliate or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its Withdrawal Liability under Section 4201 of ERISA under a Multiemployer Plan, except, in each case, as could not, reasonably be expected to result in a Material Adverse Effect;

(l) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the Collateral, except (i) as a result of the sale or other disposition of the applicable Collateral to a Person that is not a Loan Party in a transaction permitted under the Loan Documents, (ii) as a result of the Administrative Agent's failure to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (B) file Uniform Commercial Code continuation statements, (iii) as to Collateral consisting of real property, to the extent that such losses are covered by a lender's title insurance policy and such insurer has not denied coverage or (iv) as a result of acts or omissions of the Administrative Agent or any Lender;

(m) any ~~material~~ provision of any Loan Document or any Guarantee of the Loan Document Obligations shall for any reason be asserted by any Loan Party not to be a legal, valid and binding obligation of any Loan Party thereto other than as expressly permitted hereunder or thereunder;

(n) any Guarantees of the Loan Document Obligations by Holdings, any Intermediate Parent, the Borrower or Subsidiary Loan Party pursuant to the Guarantee Agreement shall cease to be in full force and effect (in each case, other than in accordance with the terms of the Loan Documents);

(o) a Change of Control shall occur;

(p) any RSA Termination Event or termination of the RSA (other than due solely to a breach of the RSA by Lenders constituting Required Lenders); or

(q) any "Event of Default" occurs under the First Lien Priority Credit Agreement as such term is defined therein;

then, and in every such event (other than an event with respect to Holdings or the Borrower described in paragraph (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to Holdings or the Borrower described in paragraph (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

If a Financial Covenant Event of Default has occurred and is continuing, (i) the Required Revolving Lenders may either (x) terminate the Revolving Commitments and/or (y) take the actions specified in the immediately preceding paragraph in respect of the Revolving Commitments, the Revolving Loans, Letters of Credit and Swingline Loans and (2) the Required Lenders may take any of the actions specified in the immediately preceding paragraph if a Financial Covenant Cross Default has occurred and is continuing.

Notwithstanding anything to the contrary, if the only Event of Default then having occurred and continuing is the Financial Covenant Event of Default, then the Administrative Agent may not take any of the actions set forth in the second preceding paragraph during the period commencing on the date that the Administrative Agent receives a Notice of Intent to Cure and ending on the Cure Expiration Date with respect thereto in accordance with and to the extent permitted by Section 7.03; *provided* that no Revolving Lender, Issuing Bank or Swingline Lender shall be required to make any Loan or issue any Letters of Credit during such period.

SECTION 7.02 Application of Proceeds. After the exercise of remedies provided for in Section 7.01, any amounts received on account of the Secured Obligations, shall be applied, subject to the provisions of any applicable Intercreditor Agreements, by the Administrative Agent as follows:

(a) First, to the payment of all reasonable costs and out-of-pocket expenses, fees, commissions and taxes of such sale, collection or other realization including, without limitation, compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and

advances made or incurred by the Administrative Agent in connection therewith, pro rata until the same has been prepaid in full;

(b) Second, to the payment of all other reasonable costs and out-of-pocket expenses of such sale, collection or other realization including, without limitation, costs and expenses and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, pro rata until the same has been prepaid in full;

(c) Third, to interest then due and payable on the Loans and Letters of Credit and any fees, premiums and scheduled periodic payments due under Secured Cash Management Obligations and Secured Swap Obligations, pro rata until the same has been prepaid in full;

(d) Fourth, to the principal balance of the Loans and Letters of Credit (and to cash collateralize undrawn Letters of Credit) outstanding and any breakage, termination or other payments

under Secured Cash Management Obligations and Secured Swap Obligations, pro rata, until the same has been prepaid in full;

(e) Fifth, to all other Secured Obligations pro rata until the same has been prepaid in full;

and

(f) Sixth, the balance, if any, as required by the Intercreditor Agreement(s) or, in the absence of any such requirement, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns).

Amounts used to cash collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Secured Obligations, if any, in the order set forth above. Amounts distributed with respect to any Secured Cash Management Obligations shall be the lesser of the maximum Secured Bank Product Obligations under the applicable Facility last reported to the Administrative Agent or the actual Secured Bank Product Obligations as calculated by the methodology reported to the Administrative Agent for determining the amount due. The Administrative Agent shall have no obligation to calculate the amount to be distributed with respect to any Secured Cash Management Obligations, and may request a reasonably detailed calculation of such amount from the applicable Secured Party. If a Secured Party fails to deliver such calculation within five days following request by the Administrative Agent, the Administrative Agent may assume the amount to be distributed is zero.

In the event that any such proceeds are insufficient to pay in full the items described in clauses First through Fifth of this Section 7.02(a), the Loan Parties shall remain liable for any deficiency. Notwithstanding the foregoing provisions, this Section 7.02 is subject to the provisions of the Intercreditor Agreements.

(g) Notwithstanding the foregoing, Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Secured Obligations otherwise set forth in Section 4.02 of the Collateral Agreement and/or the similar provisions in the other Security Documents.

SECTION 7.03 Cure Right.

(a) Notwithstanding anything to the contrary contained in this Article VII, in the event that the Borrower fails to comply with the requirements of Section 6.10(i), until the expiration of the 10th Business Day subsequent to the date the financial statements are required to be delivered pursuant to Section 5.01(a) or 5.01(b), as applicable, for the applicable Test Period (the “Cure Expiration Date”), Holdings (or any direct or indirect parent thereof) shall have the right to issue Permitted Cure Securities for cash or otherwise receive cash contributions to (or in the case of any direct or indirect parent of Holdings, receive equity interests in Holdings for its cash contributions to) the capital of Holdings (collectively, the “Cure Right”), and upon contribution by Holdings of such cash in return for common Equity Interests of the Borrower (the “Cure Amount”) pursuant to the exercise by the Borrower of such Cure Right, the First Lien Leverage Ratio under Section 6.10(i) shall be recalculated giving effect to the following pro forma adjustments:

(i) Consolidated EBITDA shall be increased with respect to such applicable fiscal quarter and any Test Period that contains such fiscal quarter, solely for the purpose of measuring the First Lien Leverage Ratio under Section 6.10(i) and not for any other purpose under this Agreement, by an amount equal to the Cure Amount;

(ii) Consolidated Total Debt shall be decreased for purposes of determining compliance with Section 6.10(i) for any future Test Period solely to the extent proceeds of the Cure Amount are actually applied to prepay any Term Loans under this Agreement, and in no event shall any reduction be given effect during the fiscal quarter with regard to which the Cure Right is exercised; and

(iii) if, after giving effect to the foregoing pro forma adjustments, the Borrower shall then be in compliance with Section 6.10(i), the Borrower shall be deemed to have satisfied the requirements of Section 6.10(i) as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of Section 6.10(i) that had occurred shall be deemed cured for purposes of this Agreement.

(b) Notwithstanding anything herein to the contrary, (i) in each four consecutive fiscal quarter period, there shall be at least two fiscal quarters during which the Cure Right is not exercised,

(i) there shall be no more than five Cure Rights exercised during the term of this Agreement, (iii) the Cure Amount shall be no greater than the amount required for purposes of complying with Section 6.10 and (iv) all Cure Amounts shall be disregarded for purposes of determining any baskets or ratios with respect to the other covenants contained in the Loan Documents.

(c) Notwithstanding anything to the contrary contained in Section 7.01, upon contribution of the Cure Amount (and designation thereof) by the Borrower, the requirements of Section 6.10(i) shall be deemed satisfied and complied with as of the end of the relevant fiscal quarter with the same effect as though there had been no failure to comply with the requirements of Section 6.10(i) and any Event of Default under Section 6.10(i) (and any other Default as a result thereof) shall be deemed not to have occurred for purposes of the Loan Documents.

ARTICLE VIII
THE ADMINISTRATIVE AGENT

SECTION 8.01 The Administrative Agent:

Each of the Lenders hereby irrevocably appoints Citibank to serve as Administrative Agent, collateral agent and trustee under the Loan Documents, and authorizes the Administrative Agent to take such actions and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Further, the Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (including in its capacities as a Person to whom any Secured Cash Management Obligations are owed or a counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations) and each of the Issuing Banks hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender or Issuing Bank for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Loan Document Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent” and any co-agents, sub-agents, trustees and attorneys-in-fact appointed by the Administrative Agent pursuant to this Section 8.01 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article VIII (including paragraph 13 hereof) and Article IX (as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders, the Issuing Banks, the Swingline Lender and the other Secured Parties, and none of Holdings, the Borrower or any other Loan Party shall have any rights as a third party beneficiary of any such provisions.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings, the Borrower or any other Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in the Loan Documents); *provided* that the Administrative Agent shall not be required to take any action that, in its opinion, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings, the Borrower, any other Subsidiary or any other Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in

Section 9.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by Holdings, the Borrower, a Lender and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent.

The Administrative Agent shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (including, if applicable, a Responsible Officer or Financial Officer of such Person). The Administrative Agent also may rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (including, if applicable, a Financial Officer or a Responsible Officer of such Person). The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any of and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of and all their duties and exercise their rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign upon 30 days' notice to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the Borrower's consent (unless an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent, which shall be (a) an Approved Bank with an office in New York, New York, or an Affiliate of any such Approved Bank and (b) approved by the Borrower (unless an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing) (the date upon which the retiring Administrative Agent is replaced, the "Resignation Effective Date"); *provided*, that if no such successor shall have been appointed (and shall have accepted such appointment) within 45 days after the retiring Administrative Agent gives notice of its resignation, such resignation shall nevertheless become effective, and the Resignation Effective Date shall occur on such date. If neither the Required Lenders nor the

Administrative Agent have appointed a successor Administrative Agent that has accepted such appointment, the Required Lenders shall be deemed to have succeeded to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent.

If the Person serving as Administrative Agent is a Defaulting Lender, the Required Lenders and the Borrower may, to the extent permitted by applicable law, by notice in writing to such Person remove such Person as Administrative Agent and, with the consent of the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except (i) that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed and (ii) with respect to any outstanding payment obligations) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder and under the other Loan Documents as set forth in this Section. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 9.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any Joint Bookrunner or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Joint Bookrunner or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Each Lender, by delivering its signature page to this Agreement and funding its Loans on the Effective Date, or delivering its signature page to an Assignment and Assumption, Incremental Facility Amendment or Refinancing Amendment pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each

other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

No Lender shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Lenders in accordance with the terms thereof. In the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition, and the Administrative Agent, as agent for and representative of the Lenders (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any collateral payable by the Administrative Agent on behalf of the Lenders at such sale or other disposition. Each Lender, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Secured Obligations, to have agreed to the foregoing provisions.

Notwithstanding anything herein to the contrary, neither any Joint Bookrunner nor any Person named on the cover page of this Agreement as a Lead Arranger, a Syndication Agent or a Co-Documentation Agent shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity as a Lender), but all such Persons shall have the benefit of the indemnities provided for hereunder, including under Section 9.03, fully as if named as an indemnitee or indemnified person therein and irrespective of whether the indemnified losses, claims, damages, liabilities and/or related expenses arise out of, in connection with or as a result of matters arising prior to, on or after the effective date of any Loan Document.

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. Without limiting or expanding the provisions of Section 2.15, each Lender shall, and does hereby, indemnify the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the U.S. Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

Each Secured Party hereby appoints the Administrative Agent to act as its agent under and in connection with the relevant Security Documents and acknowledges that the Administrative Agent is the beneficiary of the security interests granted thereunder and the Administrative Agent will accept such

grants of security interests under the relevant Security Documents on its behalf and will enter into the relevant Security Documents as secured party, lienholder or pledgee in its own name.

SECTION 8.02 Collateral Agent as Security Trustee of UK Collateral Documents. For the purposes of any Liens created under a UK Collateral Document, the following additional provisions shall apply, in addition to the provisions set out above or otherwise hereunder.

(a) In this Section, the following expressions have the following meanings:

“Charged Property” means the assets of any of the Loan Parties which from time to time are, or are expressed to be, the subject to a security interest under a UK Collateral Document.

(b) Each Lender appoints the Collateral Agent to hold the security interests constituted by the UK Collateral Document on trust for the Lenders on the terms of the Loan Documents and the Collateral Agent accepts that appointment.

(c) Each Lender confirms its approval of the UK Collateral Documents and authorizes and instructs the Collateral Agent: (i) to execute and deliver the UK Collateral Documents; (ii) to exercise the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions given to the Collateral Agent (in its capacity as security trustee) under or in connection with the UK Collateral Documents together with any other incidental rights, powers, authorities and discretions; and (iii) to give any authorizations and confirmations to be given by the Collateral Agent (in its capacity as security trustee) on behalf of the Lenders under the UK Collateral Documents.

(d) Each Lender confirms that it does not wish to be registered as a joint proprietor of any security interest constituted by a UK Collateral Document and accordingly authorizes: (a) the Collateral Agent to hold such security interest in its sole name (or in the name of any Delegate) as trustee for the Secured Parties; and (b) the U.K. Land Registry (or other relevant registry) to register the Collateral Agent as a sole proprietor of such security interest.

(e) Section 1 of the Trustee Act 2000 (U.K.) shall not apply to the duty of the Collateral Agent in relation to the trusts constituted by this Agreement.

(u) In the case of any conflict between the provisions of this Agreement and those of the Trustee Act 1925 (U.K.) or the Trustee Act 2000 (U.K.), the provisions of this Agreement shall prevail to the extent allowed by law, and shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000 (U.K.).

ARTICLE IX MISCELLANEOUS

SECTION 9.01 Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, e-mail or other electronic transmission, as follows:

(a) If to Holdings, to c/o/ BC Partners, Inc., 667 Madison Avenue, New York, New York 10064, Attn: Adam Gross (Phone (212) 891-2880, Email: Adam.Gross@BCPartners.com);

(b) If to the Borrower, to ~~Colorado Buyer, Inc~~CYXTERA DC HOLDINGS, INC., 2333 Ponce de Leon Blvd, Suite 900, Coral Gables, FL USA 33134, Attn: Rene Rodriguez, (Phone (305) 375-6000, Email: rar@medinacapital.com);

(c) If to the Administrative Agent, to Citibank, N.A., 1615 Brett Road, Building III, New Castle, Delaware 19720, Attention: Loan Administration, Fax: 212-994-0847, Email: GLOriginationOps@citigroup.com;

(d) if to any other Lender, to it at its address (or fax number or email address) set forth in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax or other electronic transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

Holdings and the Borrower may change their address, email or facsimile number for notices and other communications hereunder by notice to the Administrative Agent, the Administrative Agent may change its address, email or facsimile number for notices and other communications hereunder by notice to Holdings and the Borrower and the Lenders may change their address, email or facsimile number for notices and other communications hereunder by notice to the Administrative Agent. Notices and other communications to the Lenders hereunder may also be delivered or furnished by electronic transmission (including email and Internet or intranet websites) pursuant to procedures reasonably approved by the Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic transmission.

Notwithstanding anything herein or in any other Loan Document providing for the delivery of any Approved Electronic Communication by any other means, the Loan Parties shall deliver all Approved Electronic Communications to the Administrative Agent by properly transmitting such Approved Electronic Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent to oploanswebadmin@citigroup.com or such other electronic mail address (or similar means of electronic delivery) as the Administrative Agent may notify to the Borrower (which notice shall be effective upon acknowledgement of receipt thereof by the Borrower). Nothing in this paragraph shall prejudice the right of the Administrative Agent or any Lender Party to deliver any Approved Electronic Communication to any Loan Party in any manner authorized in this Agreement or to request that the Borrower effect delivery in such manner.

Each of the Lenders and each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Lender Parties by posting such Approved Electronic Communications on IntraLinks™ or a substantially similar electronic platform chosen by the Administrative Agent to be its electronic transmission system (the “Approved Electronic Platform”). Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a single- user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lender Parties and each Loan Party acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the

convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lender Parties and each Loan Party hereby approves distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on the Borrower or Holdings in any case shall entitle the Borrower or Holdings to any other or further notice or demand in similar or other circumstances.

(b) Except as provided in Section 2.18 with respect to any Incremental Loans, Section 2.19 with respect to any Refinancing Amendment ~~and Section 2.22 with respect to any Permitted Amendment~~, neither any Loan Document nor any provision thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower, the Administrative Agent (to the extent that such waiver, amendment or modification does not affect the rights, duties, privileges or obligations of the Administrative Agent under this Agreement, the Administrative Agent shall execute such waiver, amendment or other modification to the extent approved by the Required Lenders) and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders, *provided* that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender), (ii) reduce the principal amount of any Loan (it being understood that a waiver of any condition precedent, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute a reduction or forgiveness in principal) or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (it being understood that any change to the definition of First Lien Leverage Ratio or in the component definitions thereof shall not constitute a reduction of interest or fees), *provided* that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay default interest pursuant to Section 2.11(c), (iii) postpone the maturity of any Loan (it being understood that a waiver of any condition precedent, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension of any maturity date), or the date of any scheduled amortization payment of the principal amount of any Loan under Section 2.08 or the applicable Refinancing Amendment or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby, (iv) change any of the provisions of this Section without the written consent of each Lender directly and adversely affected thereby, *provided* that any

such change which is in favor of a Class of Lenders holding Loans maturing after the maturity of other Classes of Lenders (and only takes effect after the maturity of such other Classes of Loans or Commitments) will require the written consent of the Required Lenders with respect to each Class directly and adversely affected thereby, (v) change any of the provisions of this Section or the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), (vi) release all or substantially all the value of the Guarantees under the Guarantee Agreement (except as expressly provided in the Loan Documents) without the written consent of each Lender (other than a Defaulting Lender or a Disqualified Lender), (vii) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (other than a Defaulting Lender or a Disqualified Lender) (except as expressly provided in the Loan Documents) or (viii) change any of the provisions of Section 2.16(b) or Section 7.02 without the written consent of each Lender (other than a Defaulting Lender) directly and adversely affected thereby; *provided further*, that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent, (B) no such agreement shall amend, modify or otherwise affect the rights or duties of an Issuing Bank without the prior written consent of such Issuing Bank, (C) no such agreement shall amend, modify or otherwise affect the rights or duties of the Swingline Lender without the prior written consent of the Swingline Lender, (D) the Administrative Agent may, from time to time on and after the Effective Date, without any further consent of any Lender, Issuing Bank or counterparty to any Secured Cash Management Obligation or Secured Swap Obligation, enter into amendments to, amendments and restatements of, and/or replacements of, any Intercreditor Agreement, and enter into any other intercreditor agreement with the collateral agent or other representatives of the holders of Indebtedness that is permitted to be secured by a Lien on the Collateral that is permitted under this Agreement, in each case in order to effect the first-priority Liens on the Collateral and to provide for certain additional rights, obligations and limitations in respect of, any Liens required by the terms of this Agreement to be junior priority Liens or other Liens that are, in each case, incurred in accordance with Article VI of this Agreement, and to establish certain relative rights as between the holders of the Secured Obligations and the holders of the Indebtedness secured by such Liens, (E) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by Holdings, the Borrower and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency, (F) the consent of the Required Revolving Lenders (but without the consent of other Lenders, including the Required Lenders) shall be required to amend, modify or waive any condition precedent set forth in Section 4.02 with respect to making Revolving Loans, Swingline Loans or the issuance of Letters of Credit and (G) the consent of each of the Revolving Lenders affected (but without the consent of other Lenders, including the Required Lenders or Required Revolving Lenders) shall be required to amend, waive or otherwise modify any provision of the paragraph immediately succeeding the table in the definition of "Applicable Rate" or "Commitment Fee Rate" in Section 1.01 with respect to such Lender. Notwithstanding the foregoing, (a) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, Holdings and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents, *provided* that such credit facilities shall rank *pari passu* or junior in terms of both priority of Liens on Collateral securing, and right of payment with, the Secured Obligations, and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion, (b) this Agreement and other Loan Documents may be amended or supplemented by an agreement or agreements in writing entered into by the Administrative Agent and Holdings, the Borrower or any Loan Party as to which such agreement or agreements is to apply, without the need to obtain the consent of any Lender, to include "parallel debt" or similar provisions, and any

authorizations or granting of powers by the Lenders and the other Secured Parties in favor of the Administrative Agent, in each case required to create in favor of the Administrative Agent any security interest contemplated to be created under this Agreement, or to perfect any such security interest, where the Administrative Agent shall have been advised by its counsel that such provisions are necessary or advisable under local law for such purpose (with Holdings and the Borrower hereby agreeing to, and to cause their subsidiaries to, enter into any such agreement or agreements upon reasonable request of the Administrative Agent promptly upon such request) and (c) upon notice thereof by the Borrower to the Administrative Agent with respect to the inclusion of any previously absent financial maintenance covenant, this Agreement shall be amended by an agreement in writing entered into by the Borrower and the Administrative Agent without the need to obtain the consent of any Lender to include such covenant on the date of the incurrence of the applicable Indebtedness to the extent required by the terms of such definition or section.

(c) In connection with any proposed amendment, modification, waiver or termination (a “Proposed Change”) requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders or Required Revolving Lenders, as applicable, to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section being referred to as a “Non-Consenting Lender”), then, so long as the Lender that is acting as Administrative Agent is not a Non-Consenting Lender, the Borrower may, at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment), *provided* that (a) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consent shall not unreasonably be withheld,

(d) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts (including any amounts under Section 2.09(a)(i)), payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (c) unless waived, the Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b).

(e) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, the Loans of any Lender that is at the time (i) ~~an Affiliated Lender (other than an Affiliate Debt Fund)~~[reserved], (ii) a Defaulting Lender or (iii) a Disqualified Lender, shall not have any voting or approval rights under the Loan Documents and shall be excluded in determining whether all Lenders (or all Lenders of a Class), all affected Lenders (or all affected Lenders of a Class) or the Required Lenders or Required Revolving Lenders, as applicable, have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 9.02); *provided* that (i) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender and (ii) the Revolving Commitment of such Defaulting Lender may not be increased or extended without the consent of such Defaulting Lender (it being understood that any Revolving Commitments or Revolving Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders).

~~(f) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, each Affiliated Lender hereby agrees that, if a proceeding under the United States Bankruptcy~~

~~Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law shall be commenced by or against the Borrower or any other Loan Party at a time when such Lender is an Affiliated Lender, such Affiliated Lender irrevocably authorizes and empowers the Administrative Agent to vote on behalf of such Affiliated Lender with respect to the Loans held by such Affiliated Lender in any manner in the Administrative Agent's sole discretion, unless the Administrative Agent instructs such Affiliated Lender to vote, in which case such Affiliated Lender shall vote with respect to the Loans held by it as the Administrative Agent directs; provided that such Affiliated Lender shall be entitled to vote in accordance with its sole discretion (and not in accordance with the direction of the Administrative Agent) in connection with any plan of reorganization to the extent any such plan of reorganization proposes to treat any Secured Obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar Secured Obligations held by Lenders that are not Affiliates of the Borrower.~~

(f) [Reserved].

(g) Notwithstanding anything to the contrary contained in this Section 9.02, the Guarantee, the Security Documents and related documents executed by Holdings, any Intermediate Parent, the Borrower or its Subsidiaries in connection with this Agreement and the other Loan Documents may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause the Guarantee, Security Documents or other document to be consistent with this Agreement and the other Loan Documents (including by adding additional parties as contemplated herein).

(h) Notwithstanding the foregoing, unless and until a Financial Covenant Cross Default has occurred and remains continuing, only the consent of the Required Revolving Lenders shall be necessary to (and upon the occurrence of a Financial Covenant Cross Default, the consent of the Required Lenders shall be necessary to) (i) waive or consent to any Financial Covenant Event of Default or amend or modify the terms of, Sections 6.10 and 7.01 (as it relates to a Financial Covenant Event of Default (including the related definitions as used in such Sections, but not as used in other Sections of this Agreement)) and no such amendment, modification, waiver or consent shall be permitted (x) without the consent of the Required Revolving Lenders (unless and until a Financial Covenant Cross Default has occurred) and (y) without the consent of the Required Lenders (upon the occurrence and during the continuance of a Financial Covenant Cross Default) and/or (ii) amend this sentence. Notwithstanding that, upon the occurrence of a Financial Covenant Cross Default, the consent of the Required Lenders shall be necessary to waive or consent to any Default or Event of Default resulting from a Financial Covenant Event of Default as set forth in the immediately preceding sentence, and only the consent of the Required Revolving Lenders shall be necessary to (A) amend or modify the terms and provisions of Section 6.10 and/or Section 7.03 (in each case, whether or not a Financial Covenant Cross Default has occurred) and/or (B) amend this sentence.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay, if the Effective Date occurs, (i) (A) all reasonable and documented or invoiced out-of-pocket expenses incurred by each of the Administrative Agent and its respective Affiliates (without duplication), including the reasonable fees, charges and disbursements of ~~Davis Polk & Wardwell LLP~~ one primary counsel for the Administrative Agent and to the extent reasonably determined by the Administrative Agent to be necessary one local counsel in each applicable jurisdiction or otherwise retained with the Borrower's consent (not to be unreasonably withheld, conditioned or delayed), in each case for the Administrative Agent and to the extent retained with the

Borrower's consent (not to be unreasonably withheld, conditioned or delayed), consultants, in connection with their due diligence investigation, the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof and (B) all reasonable and documented or invoiced out-of-pocket expenses incurred by the Required Lenders, including the reasonable fees, charges and disbursements of one primary counsel for the Required Lenders and to the extent reasonably determined by the Required Lenders to be necessary one local counsel in each applicable jurisdiction or otherwise retained with the Borrower's consent (not to be unreasonably withheld, conditioned or delayed), in each case for the Required Lenders, and to the extent retained with the Borrower's consent (not to be unreasonably withheld, conditioned or delayed), consultants, in connection with their due diligence investigation, the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof and (ii) (A) all reasonable and documented or invoiced out-of-pocket expenses incurred by each of the Administrative Agent ~~or any Lender~~ and its Affiliates, including the fees, charges and disbursements of one primary counsel for the Administrative Agent ~~and the Lenders~~, respectively, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; *provided* that such counsel shall be limited to one lead counsel and one local counsel in each applicable jurisdiction and, in the case of an actual or perceived conflict of interest, one additional counsel per affected party; and (B) all reasonable and documented or invoiced out-of-pocket expenses incurred by the Required Lenders, including the fees, charges and disbursements of counsel for the Required Lenders, in connection with the enforcement or protection of their rights in connection with the Loan Documents, including their rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; *provided* that such counsel shall be limited to one lead counsel and one local counsel in each applicable jurisdiction and, in the case of an actual or perceived conflict of interest, one additional counsel per affected party.

(b) The Borrower shall indemnify each Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel and one local counsel in each applicable jurisdiction (and, in the case of an actual or perceived conflict of interest, where the Indemnatee affected by such conflict notifies the Borrower of the existence of such conflict and thereafter retains its own counsel, one additional counsel for such affected Indemnatee) for all Indemnitees (which may include a single special counsel acting in multiple jurisdictions), incurred by or asserted against any Indemnatee by any third party or by Holdings, any Intermediate Parent, the Borrower or any Subsidiary arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any other agreement or instrument contemplated thereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or the use of the proceeds therefrom, (iii) to the extent in any way arising from or relating to any of the foregoing, any actual or alleged presence or Release of Hazardous Materials on, at or from any Mortgaged Property or any other property currently or formerly owned or operated by Holdings, any Intermediate Parent, the Borrower or any Restricted Subsidiary, or any other Environmental Liability, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings, any Intermediate Parent, the Borrower or any Subsidiary and regardless of whether any Indemnatee is a party thereto, *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from

the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties or (ii) result from any dispute between and among indemnified persons that does not involve an act or omission by Holdings, any Intermediate Parent, the Borrower or any of the Restricted Subsidiaries, except that each Agent, the Lead Arrangers and the Joint Bookrunners shall be indemnified in their capacities as such to the extent that none of the exceptions set forth in clause (i) applies to such Person at such time. This Section 9.03 shall not apply to Taxes other than any Taxes with respect to losses, claims or damages arising from any non-Tax claim.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under paragraph (a) or (b) of this Section, and without limiting the Borrower's obligation to do so, each Lender severally agrees to pay to the Administrative Agent such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such or in its capacity as Collateral Agent. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the aggregate outstanding Loans and unused Commitments at the time.

(d) To the fullest extent permitted by applicable law, none of Holdings, any Intermediate Parent, the Borrower or any of its Subsidiaries shall assert, and each hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than 10 Business Days after written demand therefor; *provided, however*, that any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 9.03.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) ~~(i)~~ Subject to the conditions set forth in paragraphs (b)(ii), (f) and (h) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this

Agreement (including all or a portion of its Commitment and the Loans at the time owing to it under one or more Facilities) with the prior written consent (such consent (except with respect to assignments to competitors of the Borrower) not to be unreasonably withheld or delayed) of (A) the Borrower, *provided* that no consent of the Borrower shall be required for an assignment by (i) any Revolving Lender of Revolving Commitments and/or Revolving Loans to another Revolving Lender, (ii) any Term Lender of Term Loans to any Lender or to an Affiliate of any Lender, (iii) any Term Lender of Term Loans to an Approved Fund or (iv) if an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing, any Lender to any other Eligible Assignee; and *provided further*, that the Borrower shall have the right to withhold its consent to any assignment if, in order for such assignment to comply with applicable law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority, (B) the Administrative Agent, *provided* that no consent of the Administrative Agent shall be required for an assignment of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund or to the Borrower or any Affiliate thereof and (C) the Swingline Lender and each Issuing Bank with respect to any assignment of Revolving Commitments or Revolving Loans. Notwithstanding anything in this Section 9.04 to the contrary, if the consent of the Borrower is otherwise required by this paragraph with respect to any assignment of Loans, and the Borrower has not given the Administrative Agent written notice of its objection to such assignment within 15 Business Days after written notice to the Borrower, the Borrower shall be deemed to have consented to such assignment.

(iii) Assignments shall be subject to the following additional conditions: (A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the trade date specified in the Assignment and Assumption with respect to such assignment or, if no trade date is so specified, as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 unless the Borrower and the Administrative Agent otherwise consent (such consent not to be unreasonably withheld or delayed), *provided* that no such consent of the Borrower shall be required if an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing, (B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, *provided* that this clause (B) shall not be construed to prohibit assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together (unless waived by the Administrative Agent) with a processing and recordation fee of \$3,500 (*provided* that (x) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment), *provided* that assignments made pursuant to Section 2.17(b) or Section 9.02(c) shall not require the signature of the assigning Lender to become effective; *provided further*, that such recordation fee shall not be payable in the case of assignments by any Affiliate of the Joint Bookrunners and (D) the assignee, if it shall not be a Lender, shall deliver to the Borrower and the Administrative Agent any tax forms required by Section 2.15(e) and shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such

Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of (and subject to the obligations and limitations of) Sections 2.13, 2.14, 2.15 and 9.03 and to any fees payable hereunder that have accrued for such Lender's account but have not yet been paid). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c)(i) of this Section.

(~~viii~~) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it, each Affiliated Lender Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal and stated interest amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Holdings, the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding the foregoing, in no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is an Affiliated Lender, nor shall the Administrative Agent be obligated to monitor the aggregate amount of the Loans or Incremental Loans held by Affiliated Lenders.

(~~iv~~) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.15(e) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(~~iv~~) The words "execution," "signed," "signature" and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other Persons (other than to the Borrower or any of its Affiliates or a Person that is not an Eligible Assignee; (a "Participant"), *provided further*, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely

responsible to the other parties hereto for the performance of such obligations, (C) Holdings, the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (D) any participations with respect to Revolving Loans or Revolving Commitments may be made only if the assigning Lender provides at least two (2) Business Days' prior written notice of the proposed participation to the Borrower (and any purported participation without such notice shall be null and void). Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents, *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that directly and adversely affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of (and subject to the obligations and limitations of) Sections 2.13, 2.14 and 2.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, *provided* that such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.13 or Section 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior consent (not to be unreasonably withheld or delayed).

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"), *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under any Loan Document) except to the extent that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that such Commitment, Loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive (absent manifest error), and each Person whose name is recorded in the Participant Register pursuant to the terms hereof shall be treated as a Participant for all purposes of this Agreement, notwithstanding notice to the contrary

(d) Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or assignment of a security interest, *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPV"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement, *provided* that (i) nothing herein shall constitute a

commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, such party will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV.

~~(f) Any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement (other than Revolving Commitments and Revolving Loans) to the Affiliated Lenders or any Purchasing Borrower Party, subject to the following limitations:~~ [\[Reserved\]](#):

~~(g)~~ [\[Reserved\]](#).

~~(1) Affiliated Lenders will not receive information provided solely to Lenders by the Administrative Agent or any Lender and will not be permitted to attend or participate in meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of Borrowings, notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Article II; provided, however, that the foregoing provisions of this clause will not apply to the Affiliated Debt Funds;~~

~~(2) for purposes of any amendment, waiver or modification of any Loan Document (including such modifications pursuant to Section 9.02), or, subject to Section 9.02(d), any plan of reorganization pursuant to the U.S. Bankruptcy Code, that in either case does not require the consent of each Lender or each affected Lender or does not adversely affect such Affiliated Lender in any material respect as compared to other Lenders, Affiliated Lenders will be deemed to have voted in the same proportion as the Lenders that are not Affiliated Lenders voting on such matter; and each Affiliated Lender hereby acknowledges, agrees and consents that if, for any reason, its vote to accept or reject any plan pursuant to the U.S. Bankruptcy Code is not deemed to have been so voted, then such vote will be (x) deemed not to be in good faith and (y) "designated" pursuant to Section 1126(e) of the U.S. Bankruptcy Code such that the vote is not counted in determining whether the applicable class has accepted or rejected such plan in accordance with Section 1126(e) of the U.S. Bankruptcy Code; provided that Affiliated Debt Funds will not be subject to such voting limitations and will be entitled to vote as any other Lender;~~

~~(3) with respect to any assignment to a Purchasing Borrower Party, no Event of Default has occurred or is continuing or would result therefrom;~~

~~(4) any Loans assigned to any Purchasing Borrower Party shall be automatically and permanently cancelled upon the effectiveness of such assignment and will thereafter no longer be outstanding for any purpose hereunder;~~

~~(5) the aggregate principal amount of Loans purchased by assignment pursuant to this Section 9.04 and held at any one time by Affiliated Lenders (other than Affiliated Debt Funds) may not exceed 25% of the outstanding principal amount of all Loans plus the outstanding principal amount of all term loans made pursuant to an Incremental Loan calculated at the time such Loans are purchased (such percentage, the "Affiliated Lender Cap"); provided that to the extent any assignment to an Affiliated Lender would result in the aggregate principal amount of all Loans held by Affiliated Lenders exceeding the Affiliated Lender Cap, the assignment of such excess amount will be void *ab initio*;~~

~~(6) the assigning Lender and the Affiliated Lender purchasing such Lender's Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit A 2 hereto (an "Affiliated Lender Assignment and Assumption"); provided that each Affiliated Lender agrees to notify the Administrative Agent and the Borrower promptly (and in any event within 10 Business Days) if it acquires any Person who is also a Lender, and each Lender agrees to notify the Administrative Agent and the Borrower promptly (and in any event within 10 Business Days) if it becomes an Affiliated Lender; and~~

~~(7) the proceeds of Revolving Loans may not be used by any Purchasing Borrower Party to purchase Loans under this Section 9.04(f).~~

~~Notwithstanding anything in Section 9.02 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, the aggregate amount of Loans held by any Affiliated Debt Funds shall be deemed to be not outstanding to the extent in excess of 49.9% of the amount required for all purposes of calculating whether the Required Lenders have taken any actions.~~

~~Each Affiliated Lender by its acquisition of any Loans outstanding hereunder will be deemed to have waived any right it may otherwise have had to bring any action in connection with such Loans against the Administrative Agent, in its capacity as such, and will be deemed to have acknowledged and agreed that the Administrative Agent shall not have any liability for any losses suffered by any Person as a result of any purported assignment to or from an Affiliated Lender.~~

~~(g) Upon any contribution of Loans to the Borrower or any Restricted Subsidiary and upon any purchase of Loans by a Purchasing Borrower Party, (A) the aggregate principal amount (calculated on the face amount thereof) of such Loans shall automatically be cancelled and retired by the Borrower on the date of such contribution or purchase (and, if requested by the Administrative Agent, with respect to a contribution of Loans, any applicable contributing Lender shall execute and deliver to the Administrative Agent an Assignment and Assumption, or such other form as may be reasonably~~

~~requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in such Loans to the Borrower for immediate cancellation) and (B) the Administrative Agent shall record such cancellation or retirement in the Register.~~

(h) Notwithstanding anything herein or in any other Loan Document to the contrary, no Lender may assign ~~(i) any portion of its Revolving Commitments or, Revolving Loans to the Borrower or any of its Affiliates or (ii) any portion of its,~~ Loans or Commitments to any Disqualified ~~Lender~~ Lenders or to Holdings, the Borrower or any of their respective Subsidiaries and Affiliates.

(i) Notwithstanding anything herein or in any other Loan Document to the contrary, the Administrative Agent shall not (i) except to the extent of its own gross negligence or willful misconduct in taking or failing to take any action, be responsible for, have any liability with respect to, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this Agreement relating to Disqualified Lenders or have any liability with respect to or arising out of any assignment or participation of Loans or Commitments to any Disqualified Lender and (ii) except to the extent arising out of its or its Related Parties' gross negligence or willful misconduct, have any liability with respect to any disclosure of confidential information to any Disqualified Lender.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to any Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, in the event that, in connection with the refinancing or repayment in full of the Revolving Facilities provided for herein, an Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.24(d) and (e).

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the syndication of the Loans and Commitments constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and

when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default under Section 7.01(a), (b), (h) or (i) shall have occurred and be continuing, each Lender and each Issuing Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or Issuing Bank to or for the credit or the account of the Borrower or any other Loan Party against any of and all the obligations of the Borrower or any other Loan Party then due and owing under this Agreement held by such Lender or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender or Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender or Issuing Bank shall notify the Borrower and the Administrative Agent of such setoff and application, *provided* that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section. The rights of each Lender and each Issuing Bank under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or Issuing Bank may have. Notwithstanding the foregoing, no amount set off from any Guarantor shall be applied to any Excluded Swap Obligation from such Guarantor.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of parties hereto hereby irrevocably and unconditionally submits (except to the extent expressly set out in those Loan Documents which are expressed to be governed by English Law), for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in any Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to any Loan Document against Holdings, the Borrower or their respective properties in the courts of any jurisdiction.

(c) Each of parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying

of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in any Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees, trustees and agents, including accountants, legal counsel and other agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and any failure of such Persons to comply with this Section 9.12 shall constitute a breach of this Section 9.12 by the Administrative Agent or the relevant Lender, as applicable), (b) (x) to the extent requested by any regulatory (including self-regulatory) authority, required by applicable law or by any subpoena or similar legal process or (y) necessary in connection with the exercise of remedies; *provided* that, (i) in each case, unless specifically prohibited by applicable law or court order, each Lender and the Administrative Agent shall notify the Borrower of any request by any governmental agency or representative thereof (other than any such request in connection with an examination of the financial condition of such Lender by such governmental agency or other routine examinations of such Lender by such governmental agency) for disclosure of any such non-public information prior to disclosure of such information and (ii) in the case of clause (y) only, each Lender and the Administrative Agent shall use reasonable best efforts to ensure that such Information is kept confidential in connection with the exercise of such remedies, and *provided further*, that in no event shall any Lender or the Administrative Agent be obligated or required to return any materials furnished by Holdings, the Borrower or any of their Subsidiaries, (c) to any other party to this Agreement, (d) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Agreement relating to any Loan Party or their Subsidiaries and its obligations under the Loan Documents, (e) with the consent of the Borrower, in the case of Information provided by Holdings, the Borrower or any other

Subsidiary, (f) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than Holdings or the Borrower or (g) to any ratings agency or the CUSIP Service Bureau on a confidential basis. In addition, the Agents and the Lenders may disclose the existence of this Agreement and publicly available information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments and the Borrowings hereunder. For the purposes of this Section, “Information” means all information received from Holdings or the Borrower relating to Holdings, the Borrower, any Subsidiary or their business, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by Holdings or the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING HOLDINGS, THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT, WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT HOLDINGS, THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13 USA Patriot Act. Each Lender, each Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender or Issuing Bank) hereby notifies each Loan Party that pursuant to the requirements of Title III of the USA Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender, Issuing Bank or Administrative Agent, as applicable, to identify each Loan Party in accordance with the Title III of the USA Patriot Act.

SECTION 9.14 [Reserved].

SECTION 9.15 Release of Liens and Guarantees. A Subsidiary Loan Party shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Subsidiary Loan Party shall be automatically released, ~~(H)~~ upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Loan Party ceases to be a Restricted ~~Subsidiary (including pursuant to a~~

~~merger with a Subsidiary that is not a Loan Party or a designation as an Unrestricted Subsidiary) or (2) upon the request of the Borrower, in connection with a transaction permitted under this Agreement, as a result of which such Subsidiary Loan Party ceases to be a wholly owned Subsidiary.~~ Upon (i) any sale or other transfer by any Loan Party (other than to Holdings, any Intermediate Parent, the Borrower or any other Loan Party) of any Collateral in a transaction permitted under this Agreement or (ii) the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral or the release of any Loan Party from its Guarantee under the Guarantee Agreement pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents or such guarantee shall be automatically released. Upon the payment in full in cash of all the Secured Obligations (other than (i) Secured Cash Management Obligations and Secured Swap Obligations and contingent obligations in respect of which no claim has been made and (ii) obligations in respect of Letters of Credit that have been backstopped or cash collateralized on terms satisfactory to the applicable Issuing Bank) and the termination or expiration of all Commitments and all commitments of the Issuing Banks to issue Letters of Credit, all obligations under the Loan Documents and all security interests created by the Security Documents shall be automatically released. In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent. The Lenders and other Secured Parties irrevocably authorize the Administrative Agent to release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(iv) or (xii) to the extent required by the terms of the obligations secured by such Liens pursuant to documents reasonably acceptable to the Administrative Agent). Notwithstanding anything to the contrary, no Subsidiary Loan Party shall be automatically released from its Guarantee (and related Collateral security) solely by virtue of such Person becoming an Excluded Subsidiary, other than in each case, in connection with a transaction permitted under this Agreement that was done for a bona fide business purpose and not in contemplation of adversely affecting the Secured Parties' interests in the Guarantees and Collateral.

SECTION 9.16 No Fiduciary Relationship. Each of Holdings and the Borrower, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, Holdings, the Borrower, the other Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders, the Issuing Banks and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders, the Issuing Banks or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

SECTION 9.17 Secured Cash Management Obligations and Secured Swap Obligations. Except as otherwise expressly set forth herein or in any Guarantee or any Security Document, no party to any Secured Cash Management Obligation or Secured Swap Obligation that obtains the benefits of Section 7.02, any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Cash Management Obligations and Secured Swap Obligations unless the Administrative Agent has received written notice of such Secured Cash Management Obligations or Secured Swap Obligations, together with such

supporting documentation as the Administrative Agent may request, from the applicable Agent, Lender or Affiliate of an Agent or Lender party thereto.

SECTION 9.18 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the “Maximum Rate”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Loan Document Obligations hereunder.

SECTION 9.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

SECTION 9.20 Intercreditor Agreements.

(a) Notwithstanding anything to the contrary set forth herein, this Agreement is subject to the terms and provisions of the ~~Closing Date~~First Lien Priority Intercreditor Agreement. In the event of any inconsistency between the provisions of this Agreement and the ~~Closing Date~~First Lien Priority Intercreditor Agreement, the provisions of the ~~Closing Date~~First Lien Priority Intercreditor Agreement govern and control. The Lenders hereby authorize the Administrative Agent to (a) enter into the ~~Closing Date~~First Lien Priority Intercreditor Agreement, (b) bind the Lenders on the terms set forth in the ~~Closing Date~~First Lien Priority Intercreditor Agreement and (c) perform and observe its obligations under the ~~Closing Date~~First Lien Priority Intercreditor Agreement.

(b) Notwithstanding anything to the contrary set forth herein, to the extent the Administrative Agent enters into a First Lien Intercreditor Agreement or any other Intercreditor Agreement in accordance with the terms hereof, this Agreement will be subject to the terms and provisions of such First Lien Intercreditor Agreement. In the event of any inconsistency between the provisions of this Agreement and any such First Lien Intercreditor Agreement or any other Intercreditor Agreement, the provisions of the First Lien Intercreditor Agreement or such other Intercreditor Agreement govern and control. The Lenders acknowledge and agree that the Administrative Agent is authorized to, and the Administrative Agent agrees that with respect to any applicable secured Indebtedness permitted to be incurred under this Agreement, upon request by the Borrower, it shall, enter into a First Lien Intercreditor Agreement or any other Intercreditor Agreement, as applicable, in accordance with the terms hereof. The Lenders hereby authorize the Administrative Agent to (a) enter into any such First Lien Intercreditor Agreement or any such other Intercreditor Agreement, (b) bind the Lenders on the terms set forth in such First Lien Intercreditor Agreement or any such other Intercreditor Agreement and (c) perform and observe its obligations under such First Lien Intercreditor Agreement or any such other Intercreditor agreement.

SECTION 9.21 Judgment Currency.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Loan Parties in respect of any sum due to any party hereto or any holder of any obligation owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the applicable Loan Parties agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

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Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 5/1/2023 10:11:43 PM	
Style name: GDCv11Rendering	
Intelligent Table Comparison: Active	
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Modified DMS: iw://ALDMS/AL/106292216/2	
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Add	12
Delete	1
Move From	0
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Table Insert	0
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Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
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Intelligent Table Comparison: Active	
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Changes:	
Add	612
Delete	599
Move From	58
Move To	58
Table Insert	0
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1328

Annex I

Exhibit E

FORM OF FIRST LIEN INTERCREDITOR AGREEMENT

[Attached]

FIRST LIEN INTERCREDITOR AGREEMENT

Among

CITIBANK, N.A.,

as Existing Administrative Agent and Existing Collateral Agent

WILMINGTON SAVINGS FUND SOCIETY, FSB

as the Priority First Lien Administrative Agent and Priority First Lien Collateral Agent,

each additional Authorized Representative and additional Collateral Agent from time to time party hereto

and

acknowledged by the Grantors

dated as of May 4, 2023

FIRST LIEN INTERCREDITOR AGREEMENT, dated as of May 4, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, this “Agreement”), among CITIBANK, N.A., as collateral agent for the Existing Credit Agreement Secured Parties (as defined below) (in such capacity and together with its successors in such capacity, the “Existing Credit Agreement Collateral Agent”), CITIBANK, N.A., as Authorized Representative for the Existing Credit Agreement Secured Parties, WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent for the Priority First Lien Credit Agreement Secured Parties (as defined below) (in such capacity and together with its successors in such capacity “Priority First Lien Credit Agreement Collateral Agent”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as Authorized Representative for the Priority First Lien Credit Agreement Secured Parties, each additional Authorized Representative and additional Collateral Agent from time to time party hereto for the other Additional First-Lien Secured Parties of the Series (as defined below) with respect to which it is acting in such capacity and acknowledged by the Grantors (as defined below).

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Credit Agreement Collateral Agent (for itself and on behalf of the Existing Credit Agreement Secured Parties), the Priority First Lien Credit Agreement Collateral Agent (for itself and on behalf of the Priority First Lien Credit Agreement Secured Parties) and each additional Authorized Representative (for itself and on behalf of the Additional First-Lien Secured Parties of the applicable Series) agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Certain Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Existing Credit Agreement or, if defined in the New York UCC, the meanings specified therein. As used in this Agreement, the following terms have the meanings specified below:

“Additional First-Lien Collateral Agent” means (a) in the case of the Existing Credit Agreement Obligations, the Existing Credit Agreement Collateral Agent, and (b) in the case of any other Series of Additional First-Lien Obligations that becomes subject to this Agreement after the date hereof, the Additional Senior Class Debt Collateral Agent for such Series named in the applicable Joinder Agreement.

“Additional First-Lien Documents” means, with respect to the Existing Credit Agreement Obligations or any other Series of Additional Senior Class Debt, the notes, credit agreements, indentures, collateral agreement, security documents, guarantees and other operative agreements evidencing or governing such Indebtedness and the Liens securing such Indebtedness, including the Existing Credit Agreement Collateral Documents and the Additional First-Lien Security Documents and each other agreement entered into for the purpose of securing the Existing Credit Agreement Obligations or any other Series of Additional Senior Class Debt; provided that, in each case, the Indebtedness thereunder (other

than the Existing Credit Agreement Obligations) has been designated as Additional Senior Class Debt pursuant to Section 5.13 hereto.

“Additional First-Lien Obligations” means collectively (1) the Existing Credit Agreement Obligations and (2) all amounts owing to any Additional First-Lien Secured Parties pursuant to the terms of any Series of Additional Senior Class Debt designated as Additional First-Lien Obligations pursuant to and in accordance with Section 5.13 hereof after the date hereof, including, without limitation, the obligation (including guarantee obligations) to pay principal, premium, interest, fees, expenses (including interest, fees and expenses that accrue after the commencement of a Bankruptcy Case, regardless of whether such interest, fees and expenses are an allowed claim under such Bankruptcy Case), letter of credit commissions, reimbursement obligations, charges, attorneys costs, indemnities, penalties, reimbursements, damages and other amounts payable by a Grantor under any Additional First-Lien Document (including guarantees of the foregoing).

“Additional First-Lien Secured Party” means the holders of any Additional First-Lien Obligations and any Authorized Representative and Additional First-Lien Collateral Agent with respect thereto and the beneficiaries of each indemnification obligation undertaken by the Borrower and the other Grantors under any related Additional First-Lien Document, and shall include the Existing Credit Agreement Secured Parties and the Additional Senior Class Debt Parties.

“Additional First-Lien Security Document” means any collateral agreement, security agreement or any other document now existing or entered into after the date hereof that creates, or purports to create, Liens on any assets or properties of any Grantor to secure any of the Additional First-Lien Obligations.

“Additional Senior Class Debt” has the meaning assigned to such term in Section 5.13.

“Additional Senior Class Debt Collateral Agent” has the meaning assigned to such term in Section 5.13.

“Additional Senior Class Debt Parties” has the meaning assigned to such term in Section 5.13.

“Additional Senior Class Debt Representative” has the meaning assigned to such term in Section 5.13.

“Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Applicable Authorized Representative” means, with respect to any Shared Collateral, (i) until the Discharge of Priority First Lien Credit Agreement Obligations, the Priority First Lien Credit Agreement Administrative Agent and (ii) from and after Discharge of Priority First Lien Credit Agreement Obligations until a Discharge of Existing Credit Agreement Obligations has occurred, the Existing Credit Agreement Administrative Agent and (iii) from and after the Discharge of the Priority First Lien Credit Agreement

Obligations and the Discharge of the Existing Credit Agreement Obligations, the Major Non-Controlling Authorized Representative.

“Authorized Representative” means, at any time, (i) in the case of any Existing Credit Agreement Obligations or the Existing Credit Agreement Secured Parties, the Existing Administrative Agent, (ii) in the case of the Priority First Lien Credit Agreement Obligations or the Priority First Lien Credit Agreement Secured Parties, the Priority First Lien Administrative Agent, and (iii) in the case of any other Series of Additional First-Lien Obligations or Additional First-Lien Secured Parties that become subject to this Agreement after the date hereof, the Additional Senior Class Debt Representative for such Series in the applicable Joinder Agreement.

“Bankruptcy Case” has the meaning assigned to such term in Section 2.05(b).

“Bankruptcy Code” means, Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, or any successor thereto, as hereafter amended.

“Borrower” means Cyxtera DC Holdings, Inc., a Delaware corporation.

“Collateral” means all assets and properties subject to, or purported to be subject to, Liens created pursuant to any First-Lien Security Document to secure one or more Series of First-Lien Obligations.

“Collateral Agent” means (i) in the case of any Existing Credit Agreement Obligations, the Existing Credit Agreement Collateral Agent, (ii) in the case of the Priority First Lien Credit Agreement Obligations, the Priority First Lien Credit Agreement Collateral Agent and (iii) in the case of any other Series of Additional First-Lien Obligations that becomes subject to this Agreement after the date hereof, the Additional Senior Class Debt Collateral Agent for such Series in the applicable Joinder Agreement.

“Conforming DIP Financing” means any DIP Financing provided, proposed or approved by the Priority First Lien Credit Agreement Required Lenders or by the Authorized Representative for the Priority First Lien Credit Agreement Secured Parties; provided that if any portion of such DIP Financing is provided by any of the Existing Credit Agreement Secured Parties or any of their affiliates (it being understood and agreed that if any person is both a Priority First Lien Credit Agreement Secured Party and an Existing Credit Agreement Secured Party, it will be deemed to have provided such DIP Financing in its capacity as an Existing Credit Agreement Secured Party for purposes of this definition) (for purposes of this definition, Existing Credit Agreement Secured Parties means “Secured Parties” as defined in the Credit Agreement as in effect of the date hereof), such DIP Financing (including any “new money” or “roll up” rights (but excluding, for the avoidance of doubt, any “roll up” of the Priority First Lien Credit Agreement Obligations)) has been offered (or will be offered promptly after consummation thereof) to all Existing Credit Agreement Term Lenders (for purposes of this definition, Existing Credit Agreement Term Lenders means “Term Lenders” as defined in the Credit Agreement as in effect of the date hereof) and all Existing Credit Agreement Revolving Lenders (for purposes of this definition, Existing Credit Agreement Revolving Lenders means “Revolving Lenders” as

defined in the Credit Agreement as in effect of the date hereof) on a pro rata basis and on the same terms (other than backstop fees or premiums).

“Contingent First-Lien Obligation” means, at any time, First-Lien Obligations for taxes, costs, indemnifications, reimbursements, damages and other contingent liabilities (excluding (a) the principal of, and interest and premium (if any) on, and fees and expenses relating to, any First-Lien Obligation and (b) contingent reimbursement obligations in respect of amounts that may be drawn under outstanding letters of credit) in respect of which no assertion of liability (whether oral or written) and no claim or demand for payment (whether oral or written) has been made (and, in the case of First-Lien Obligations for indemnification, no notice for indemnification has been issued by the indemnitee) at such time.

“Controlling Collateral Agent” means, with respect to any Shared Collateral, (i) until the Discharge of Priority First Lien Credit Agreement Obligations, the Priority First Lien Credit Agreement Collateral Agent, (ii) from and after the Discharge of Priority First Lien Credit Agreement Obligations until a Discharge of Existing Credit Agreement Obligations, the Existing Credit Agreement Collateral Agent and (iii) from and after the Discharge of Priority First Lien Credit Agreement Obligations and the Discharge of Existing Credit Agreement Obligations, the Additional First-Lien Collateral Agent for the Series of Additional First-Lien Obligations represented by the Major Non-Controlling Authorized Representative.

“Controlling Secured Parties” means, with respect to any Shared Collateral, (i) at any time when the Priority First Lien Credit Agreement Collateral Agent is the Controlling Collateral Agent with respect to such Shared Collateral, the Priority First Lien Credit Agreement Secured Parties, (ii) at any time when the Existing Credit Agreement Collateral Agent is the Controlling Collateral Agent with respect to such Shared Collateral, the Existing Credit Agreement Secured Parties and (iii) at any other time, the Series of First-Lien Secured Parties whose Authorized Representative is the Applicable Authorized Representative for such Shared Collateral.

“Debtor Relief Laws” means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“DIP Financing” has the meaning assigned to such term in Section 2.05(b).

“DIP Financing Liens” has the meaning assigned to such term in Section 2.05(b).

“DIP Lenders” has the meaning assigned to such term in Section 2.05(b).

“Direction of the Priority First Lien Credit Agreement Required Lenders” means a written direction or instruction from Priority First Lien Credit Agreement Lenders constituting the Priority First Lien Credit Agreement Required Lenders which may be in the form of an email or other form of written communication and which may come from any

Specified Lender Advisor. Any such email or other communication from a Specified Lender Advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Priority First Lien Credit Agreement Required Lenders and such Specified Lender Advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Priority First Lien Credit Agreement Required Lenders. For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being “satisfactory,” “acceptable,” “reasonably satisfactory” or “reasonably acceptable” (or any expression of similar import) to the Priority First Lien Credit Agreement Required Lenders, such determination may be communicated by a Direction of the Priority First Lien Credit Agreement Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Priority First Lien Credit Agreement Required Lenders, such consent, approval or determination may be communicated by a Direction of the Priority First Lien Credit Agreement Required Lenders as contemplated above.

“Discharge” means, with respect to any Shared Collateral and any Series of First-Lien Obligations, the date on which (i) such Series of First-Lien Obligations have been paid in full in cash (other than any Contingent First-Lien Obligations) and are no longer secured and no longer required to be secured by such Shared Collateral pursuant to the terms of the documentation governing such Series of First-Lien Obligations or, with respect to any obligations and liabilities under Secured Swap Agreements secured by the security documents for such Series of First-Lien Obligations, any of (x) such obligations and liabilities under Secured Swap Agreements have been paid in full in cash (other than obligations and liabilities under Secured Swap Agreements not due and payable), (y) such obligations and liabilities under Secured Swap Agreements shall have been cash collateralized on terms satisfactory to each applicable counterparty (or other arrangements satisfactory to the applicable counterparty shall have been made) (other than obligations and liabilities under Swap not due and payable) or (z) such obligations and liabilities under Secured Swap Agreements are no longer secured and no longer required to be secured by such Shared Collateral pursuant to the terms of the documentation governing such Series of First-Lien Obligations (other than obligations and liabilities under Secured Swap Agreements not due and payable), (ii) any letters of credit issued pursuant to documentation governing such Series of First-Lien Obligations shall either have expired or have been terminated (other than letters of credit that are cash collateralized or back-stopped or deemed reissued under another facility, in each case, in the amount and form required under the applicable Series of First-Lien Obligations) and (iii) all commitments under such Series of First-Lien Obligations have terminated. The term “Discharged” shall have a corresponding meaning.

“Discharge of Existing Credit Agreement Obligations” means, with respect to any Shared Collateral, the Discharge of the Existing Credit Agreement Obligations with respect to such Shared Collateral; provided that the Discharge of Existing Credit Agreement Obligations shall not be deemed to have occurred in connection with a Refinancing of such Existing Credit Agreement Obligations with Additional First-Lien Obligations secured by such Shared Collateral under an Additional First-Lien Document which has been designated in writing by the Existing Credit Agreement Administrative Agent (under the Existing Credit Agreement so Refinanced) to the Additional First-Lien Collateral Agent

and each other Authorized Representative as the “Existing Credit Agreement” for purposes of this Agreement.

“Discharge of Priority First Lien Credit Agreement Obligations” means, with respect to any Shared Collateral, the Discharge of the Priority First Lien Credit Agreement Obligations with respect to such Shared Collateral; provided that the Discharge of Priority First Lien Credit Agreement Obligations shall not be deemed to have occurred in connection with a Refinancing of such Priority First Lien Credit Agreement Obligations with Additional First-Lien Obligations secured by such Shared Collateral under an Additional First-Lien Document which has been designated in writing by the Priority First Lien Credit Agreement Administrative Agent (under the Priority First Lien Credit Agreement so Refinanced) to the Additional First-Lien Collateral Agent and each other Authorized Representative as the “Priority First Lien Credit Agreement” for purposes of this Agreement.

“Event of Default” means an “Event of Default” (or similarly defined term) as defined in any Secured Credit Document.

“Existing Credit Agreement” means that certain Credit Agreement (as the same may be amended, amended and restated, modified, refinanced and/or restated from time to time) entered into as of May 1, 2017, among Initial Holdings, the Borrower, Citibank, N.A., as administrative agent (in such capacity, the “Existing Administrative Agent”), collateral agent and L/C issuer, and each lender from time to time party thereto.

“Existing Credit Agreement Administrative Agent” has the meaning assigned to such term in the definition of “Existing Credit Agreement” and shall include any successor to the Existing Credit Agreement Administrative Agent appointed pursuant to Article VIII of the Existing Credit Agreement (including as a result of any Refinancing or other modification of the Existing Credit Agreement permitted by Section 2.19 thereof).

“Existing Credit Agreement Collateral Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Existing Credit Agreement Collateral Documents” has the meaning assigned to the term “Security Documents” in the Existing Credit Agreement.

“Existing Credit Agreement Obligations” means all “Secured Obligations” as defined in the Existing Credit Agreement.

“Existing Credit Agreement Secured Parties” means the “Secured Parties” as defined in the Existing Credit Agreement.

“Existing Credit Agreement Term Lenders” means the “Term Lenders” as defined in the Existing Credit Agreement.

“Existing Credit Agreement Revolving Lenders” means the “Revolving Lenders” as defined in the Existing Credit Agreement.

“First-Lien Obligations” means, collectively, (i) the Priority First Lien Credit Agreement Obligations, (ii) Existing Credit Agreement Obligations and (iii) each other Series of Additional First-Lien Obligations.

“First-Lien Secured Parties” means (i) the Priority First Lien Credit Agreement Secured Parties, (ii) the Existing Credit Agreement Secured Parties and (iii) the Additional First-Lien Secured Parties with respect to each other Series of Additional First-Lien Obligations.

“First-Lien Security Documents” means, collectively, (i) the Priority First Lien Credit Agreement Collateral Documents, (ii) the Existing Credit Agreement Collateral Documents and (iii) the Additional First-Lien Security Documents.

“Grantors” means the Borrower and each of the Guarantors (as defined in the Existing Credit Agreement) which has granted a security interest pursuant to any First-Lien Security Document to secure any Series of First-Lien Obligations. The Grantors existing on the date hereof are set forth in Annex I hereto.

“Initial Additional Authorized Representative” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Initial Holdings” means Cyxtera DC Parent Holdings, Inc., a Delaware corporation.

“Insolvency or Liquidation Proceeding” means:

(1) (i) any voluntary case commenced by or against the Borrower or any other Grantor under the Bankruptcy Code, (ii) the seeking of relief by the Borrower or other Grantor under other Debtor Relief Laws in any jurisdiction outside the United States or (iii) any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of any Borrower or any other Grantor, any receivership or assignment for the benefit of creditors relating to any Borrower or any other Grantor or any similar case or proceeding (including any such proceeding under applicable corporate law) relative to any Borrower or any other Grantor or its creditors, as such, in each case whether or not voluntary;

(2) the commencement of an involuntary case against the Borrower or any other Grantor under the Bankruptcy Code (or other Debtor Relief Laws) and the petition is not controverted or dismissed within 60 days after commencement of the case;

(3) a custodian (as defined in the Bankruptcy Code) (or equal term under any other Debtor Relief Law) is appointed for, or takes charge of, all or substantially all of the property of the Borrower or any other Grantor;

(4) the Borrower or any other Grantor commences (including by way of applying for or consenting to the appointment of, or the taking of possession by, a rehabilitator, receiver, custodian, trustee, conservator or liquidator (or any equal term under any other Debtor Relief Laws) (collectively, a “conservator”) of the Borrower

or any other Grantor or all or any substantial portion of its property) any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation, rehabilitation, conservatorship or similar law of any jurisdiction whether now or hereafter in effect relating to the Borrower or any other Grantor;

(5) the Borrower or any other Grantor is adjudicated by a court of competent jurisdiction to be insolvent or bankrupt;

(6) any order of relief or other order approving any such case or proceeding referred to in clauses (1) or (2) above is entered;

(7) the Borrower or any other Grantor suffers any appointment of any conservator or the like for it or any substantial part of its property that continues undischarged or unstayed for a period of 60 days; or

(8) any other proceeding of any type or nature in which substantially all claims of creditors of any Borrower or any other Grantor are determined and any payment or distribution is or may be made on account of such claims.

“Joinder Agreement” means a joinder to this Agreement substantially in the form of Annex II hereto or any other form reasonably acceptable to the Controlling Collateral Agent.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, assignment, deposit arrangement, lien (statutory or other), preference, priority or other security interest in, on or of such asset and (b) the interest of a vendor or a lessor or preferential arrangement or any kind or nature whatsoever (including under any conditional sale agreement, Capitalized Lease, easement, right of way or other encumbrance on title to real property or title retention agreement or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Major Non-Controlling Authorized Representative” means, with respect to any Shared Collateral, for so long as the Discharge of Existing First Lien Credit Agreement Obligations has not occurred, the Existing Credit Agreement Administrative Agent, and from and after the Discharge of Existing Credit Agreement Obligations, the Authorized Representative of the Series of Additional First-Lien Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of Additional First-Lien Obligations with respect to such Shared Collateral; provided, however, that if there are two outstanding Series of Additional First-Lien Obligations which have an equal outstanding principal amount, the Series of Additional First-Lien Obligations with the earlier maturity date shall be considered to have the larger outstanding principal amount for purposes of this definition.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Non-Controlling Authorized Representative” means, at any time with respect to any Shared Collateral, any Authorized Representative that is not the Applicable Authorized Representative at such time with respect to such Shared Collateral.

“Non-Controlling Secured Parties” means, with respect to any Shared Collateral, the First-Lien Secured Parties which are not Controlling Secured Parties with respect to such Shared Collateral.

“Non-Priority Secured Obligations” means any Series of First Lien Obligations that are not Priority First Lien Credit Agreement Obligations.

“Possessory Collateral” means any Shared Collateral in the possession of and/or under the control of a Collateral Agent (or its agents or bailees), to the extent that possession and/or control thereof perfects a Lien thereon under the Uniform Commercial Code of any jurisdiction. Possessory Collateral includes, without limitation, any Certificated Securities, Promissory Notes, Instruments, Chattel Paper, Deposit Accounts and Securities Accounts, in each case, delivered to or in the possession of and/or under the control the Collateral Agent under the terms of the First-Lien Security Documents.

“Priority First Lien Credit Agreement” means that certain First Lien Priority Credit Agreement (as the same may be amended, amended and restated, modified, refinanced and/or restated from time to time) entered into as of the date hereof, among Initial Holdings, the Borrower, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “Priority First Lien Administrative Agent”), collateral agent, and each lender from time to time party thereto

“Priority First Lien Credit Agreement Administrative Agent” has the meaning assigned to such term in the definition of “Priority First Lien Credit Agreement” and shall include any successor to the Priority First Lien Administrative Agent appointed pursuant to Article VIII of the Priority First Lien Credit Agreement (including as a result of any Refinancing or other modification of the Priority First Lien Credit Agreement permitted by Section 2.19 thereof).

“Priority First Lien Credit Agreement Collateral Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Priority First Lien Credit Agreement Collateral Documents” has the meaning assigned to the term Security Documents in the Priority First Lien Credit Agreement.

“Priority First Lien Credit Agreement Lenders” means all “Lenders” as defined in the Priority First Lien Credit Agreement.

“Priority First Lien Credit Agreement Obligations” has the meaning assigned to the term Secured Obligations in the Priority First Lien Credit Agreement.

“Priority First Lien Credit Agreement Required Lenders” means “Required Lenders” as defined in the Priority First Lien Credit Agreement.

“Priority First Lien Credit Agreement Secured Parties” has the meaning assigned to the term Secured Parties in the Priority First Lien Credit Agreement.

“Priority Waterfall” means the provisions of Section 2.01(a) of this Agreement.

“Proceeds” has the meaning assigned to such term in Section 2.01(a).

“Refinance” means, in respect of any indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace or repay such indebtedness, or to issue other indebtedness or enter into alternative financing arrangements, in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, and including in each case, but not limited to, after the original instrument giving rise to such indebtedness has been terminated and including, in each case, through any credit agreement, indenture or other agreement. “Refinanced” and “Refinancing” have correlative meanings.

“Secured Credit Document” means (i) the Priority First Lien Credit Agreement and each Loan Document (as defined in the Priority First Lien Credit Agreement), (ii) the Existing Credit Agreement and each Loan Document (as defined in the Existing Credit Agreement) and (iii) each Additional First-Lien Document for Additional First-Lien Obligations incurred after the date hereof.

“Secured Swap Agreement” means any Swap Agreement evidencing Secured Swap Obligations (or equivalent term under any Additional First-Lien Document).

“Series” means (a) with respect to the First-Lien Secured Parties, each of (i) the Priority First Lien Credit Agreement Secured Parties (in their capacities as such), (ii) the Existing Credit Agreement Secured Parties (in their capacities as such), and (iii) the Additional First-Lien Secured Parties (in their capacities as such) that become subject to this Agreement after the date hereof that are represented by a common Authorized Representative (in its capacity as such for such Additional First-Lien Secured Parties) and (b) with respect to any First-Lien Obligations, each of (i) the Priority First Lien Credit Agreement Obligations, (ii) the Existing Credit Agreement Obligations, and (iii) the Additional First-Lien Obligations incurred after the date hereof pursuant to any Additional First-Lien Document, the holders of which, pursuant to any Joinder Agreement, are to be represented hereunder by a common Authorized Representative (in its capacity as such for such Additional First-Lien Obligations).

“Shared Collateral” means, at any time, Collateral in which the holders of two or more Series of First-Lien Obligations (or their respective Authorized Representatives or Collateral Agents on behalf of such holders) hold a valid and perfected security interest at such time. If more than two Series of First-Lien Obligations are outstanding at any time and the holders of less than all Series of First-Lien Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of First-Lien Obligations that hold a valid and perfected security interest in such Collateral at such time and shall not constitute Shared Collateral for any

Series which does not have a valid and perfected security interest in such Collateral at such time.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words “hereto”, “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term “or” is not exclusive.

ARTICLE II

Priorities and Agreements with Respect to Shared Collateral

SECTION 2.01 Priority of Claims.

(a) Anything contained herein or in any of the Secured Credit Documents to the contrary notwithstanding, in the event that the Collateral Agent or any First-Lien Secured Party receives any payment or distribution to be applied to the First-Lien Obligations (other than regularly scheduled payments of interest and amortization payments pursuant to the Existing Credit Agreement as in effect on the date hereof or other Additional First-Lien Document), whether arising from payments by the Grantors, realization on Shared Collateral, setoff, or otherwise (including any payment pursuant to any intercreditor agreement (other than this Agreement)), and whether or not an Event of Default shall have occurred and be continuing, and including any such proceeds received as a result of any payment or distribution made by a Grantor in an Insolvency or Liquidation Proceeding (collectively, all such proceeds of Shared Collateral (including such proceeds received in an Insolvency or Liquidation Proceeding) being collectively referred to as “Proceeds”), shall be applied (i) FIRST, to payment of that portion of the Priority First Lien Credit Agreement Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Priority First Lien Credit Agreement Collateral Agent in its capacity as Collateral Agent thereunder and under the Priority First Lien Collateral Documents, until paid in full, (ii) SECOND, to payment of Priority First Lien Credit Agreement Obligations owing to the Priority First Lien Credit Agreement Secured

Parties in accordance with the terms of the Priority First Lien Credit Agreement, until paid in full, (iii) THIRD, to payment of that portion of the Existing Credit Agreement Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Existing Credit Agreement Collateral Agent in its capacity as Collateral Agent thereunder and under the Existing Credit Agreement Collateral Documents, until paid in full, (iv) FOURTH, ratably to payment of Existing Credit Agreement Obligations owing to the Existing Credit Agreement Secured Parties in accordance with the terms of the Existing Credit Agreement and Existing Credit Agreement Collateral Documents and Additional First-Lien Obligations (other than the Existing Credit Agreement Obligations) owing to the Additional First-Lien Secured Parties (other than the Existing Credit Agreement Secured Parties) on a ratable basis, with such Proceeds to be applied to such Additional First-Lien Obligations (other than the Existing Credit Agreement Obligations) of a given Series in accordance with the terms of the applicable Secured Credit Documents, until paid in full, and (v) FIFTH, after payment of all First-Lien Obligations, to the Borrower and the other Grantors or their successors or assigns, as their interests may appear, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct. If, despite the provisions of this Section 2.01(a), any First-Lien Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the First-Lien Obligations to which it is then entitled in accordance with this Section 2.01(a), such First-Lien Secured Party shall hold such payment or recovery in trust for the benefit of all First-Lien Secured Parties for distribution in accordance with this Section 2.01(a).

(b) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any Series of First-Lien Obligations granted on the Shared Collateral and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, or any other applicable law or the Secured Credit Documents or any defect or deficiencies in the Liens securing the First-Lien Obligations of any Series or any other circumstance whatsoever, each First-Lien Secured Party hereby agrees that the Liens securing each Series of First-Lien Obligations on any Shared Collateral shall be of equal priority.

(c) [Reserved].

(d) It is acknowledged that the First-Lien Obligations of any Series may, subject to the limitations set forth in the then extant Secured Credit Documents, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, Refinanced or otherwise amended or modified from time to time, all without affecting the payment priorities set forth in Section 2.01(a) or the provisions of this Agreement defining the relative rights of the First-Lien Secured Parties of any Series.

SECTION 2.02 Actions with Respect to Shared Collateral; Prohibition on Contesting Liens.

(a) Only the Controlling Collateral Agent shall act or refrain from acting with respect to any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral). At any time when the Priority First Lien Credit

Agreement Collateral Agent is the Controlling Collateral Agent, no Additional First-Lien Secured Party shall or shall instruct any Collateral Agent to, and neither the Additional First-Lien Collateral Agent nor any other Collateral Agent that is not the Controlling Collateral Agent shall, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), whether under any Additional First-Lien Security Document, applicable law or otherwise, it being agreed that only the Priority First Lien Credit Agreement Collateral Agent, acting in accordance with the Priority First Lien Credit Agreement Collateral Documents, shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral at such time.

(b) With respect to any Shared Collateral at any time when the Priority First Lien Credit Agreement Collateral Agent is not the Controlling Collateral Agent, (i) the Controlling Collateral Agent shall act only on the instructions of the Applicable Authorized Representative, (ii) the Controlling Collateral Agent shall not follow any instructions with respect to such Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral) from any Non-Controlling Authorized Representative (or any other First-Lien Secured Party other than the Applicable Authorized Representative) and (iii) no Non-Controlling Authorized Representative or other First-Lien Secured Party (other than the Applicable Authorized Representative) shall or shall instruct the Controlling Collateral Agent to, commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), whether under any First-Lien Security Document, applicable law or otherwise, it being agreed that only the Controlling Collateral Agent, acting on the instructions of the Applicable Authorized Representative and in accordance with the applicable First-Lien Security Documents, shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral.

(c) Notwithstanding the equal priority of the Liens securing each Series of First-Lien Obligations with respect to Shared Collateral, the Controlling Collateral Agent may deal with the Shared Collateral as if such Controlling Collateral Agent had a senior and exclusive Lien on such Shared Collateral. No Non-Controlling Authorized Representative or Non-Controlling Secured Party will contest, protest or object (or support any other Person in contesting, protesting or objecting) to any foreclosure proceeding or action brought by the Controlling Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party or any other exercise by the Controlling Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party of any rights and remedies relating to the Shared Collateral, or to cause the Controlling Collateral Agent to do so. The foregoing shall not be construed to limit the rights and priorities of any First-

Lien Secured Party, the Controlling Collateral Agent or any Authorized Representative with respect to any Collateral not constituting Shared Collateral.

(d) Each of the First-Lien Secured Parties agrees that it will not (and hereby waives any right to) question or contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity, attachment or enforceability of a Lien held by or on behalf of any of the First-Lien Secured Parties in all or any part of the Shared Collateral, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any Collateral Agent or any Authorized Representative to enforce this Agreement.

SECTION 2.03 No Interference; Payment Over.

(a) Each First-Lien Secured Party agrees that (i) it will not challenge or question in any proceeding the validity or enforceability of any First-Lien Obligations of any Series or any First-Lien Security Document or the validity, attachment, perfection or priority of any Lien under any First-Lien Security Document or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement; (ii) it will not take or cause to be taken any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Shared Collateral by the Controlling Collateral Agent, (iii) except as provided in Section 2.02, it shall have no right to (A) direct the Controlling Collateral Agent or any other First-Lien Secured Party to exercise, and shall not exercise, any right, remedy or power with respect to any Shared Collateral (including pursuant to any intercreditor agreement) or (B) consent to the exercise by the Controlling Collateral Agent or any other First-Lien Secured Party of any right, remedy or power with respect to any Shared Collateral, (iv) it will not institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against the Controlling Collateral Agent or any other First-Lien Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Shared Collateral, and none of the Controlling Collateral Agent, any Applicable Authorized Representative or any other First-Lien Secured Party shall be liable for any action taken or omitted to be taken by the Controlling Collateral Agent, such Applicable Authorized Representative or other First-Lien Secured Party with respect to any Shared Collateral in accordance with the provisions of this Agreement, (v) if not the Controlling Collateral Agent, it will not seek, and hereby waives any right, to have any Shared Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Shared Collateral and (vi) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any of the Controlling Collateral Agent or any other First-Lien Secured Party to enforce this Agreement.

(b) Each First-Lien Secured Party hereby agrees that if it shall obtain possession of any Shared Collateral or shall realize any proceeds or payment in respect of any such Shared Collateral, pursuant to any First-Lien Security Document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding

or through any other exercise of remedies (including pursuant to any intercreditor agreement), at any time prior to the Discharge of each of the First-Lien Obligations, then it shall hold such Shared Collateral, proceeds or payment in trust for the other First-Lien Secured Parties and promptly transfer such Shared Collateral, proceeds or payment, as the case may be, to the Controlling Collateral Agent, to be distributed in accordance with the provisions of Section 2.01 hereof.

SECTION 2.04 Automatic Release of Liens; Amendments to First-Lien Security Documents.

(a) If, at any time the Controlling Collateral Agent forecloses upon or otherwise exercises remedies against any Shared Collateral resulting in a sale or disposition thereof, then (whether or not any Insolvency or Liquidation Proceeding is pending at the time) the Liens in favor of each other Collateral Agent for the benefit of each Series of First-Lien Secured Parties upon such Shared Collateral will automatically be released and discharged as and when, but only to the extent, such Liens of the Controlling Collateral Agent on such Shared Collateral are released and discharged; provided that (i) the Liens in favor of each Collateral Agent for the benefit of each related Series of First-Lien Secured Parties secured by such Shared Collateral attach to any such Proceeds of such sale or disposition with the same priority vis-à-vis all the other First-Lien Secured Parties as existed prior to the commencement of such sale or other disposition, and any such Liens shall remain subject to the terms of this Agreement until application thereof pursuant to Section 2.01 and (ii) any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to Section 2.01.

(b) Each Collateral Agent and Authorized Representative agrees to execute and deliver (at the sole costs and expense of the Grantors) all such authorizations and other instruments as shall reasonably be requested by the Controlling Collateral Agent to evidence and confirm any release of Shared Collateral provided for in this Section.

(c) Each Non-Controlling Authorized Representative and Collateral Agent that is not the Controlling Collateral Agent, for itself and on behalf of the First-Lien Secured Parties of the Series for whom it is acting, hereby irrevocably appoints the Controlling Collateral Agent and any officer or agent of the Controlling Collateral Agent, which appointment is coupled with an interest with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Non-Controlling Authorized Representative, Collateral Agent or First-Lien Secured Party, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement, including the exercise of any and all remedies under each First-Lien Security Document with respect to Shared Collateral and to evidence and confirm any release of Shared Collateral provided for in this Section 2.04.

SECTION 2.05 Certain Agreements with Respect to Bankruptcy or Insolvency Proceedings.

(a) This Agreement shall continue in full force and effect notwithstanding the commencement of any Insolvency or Liquidation Proceeding. The parties hereto acknowledge that the provisions of this Agreement are intended to be enforceable as contemplated by Section 510(a) of the Bankruptcy Code and similar provisions of other Debtor Relief Laws. All references herein to any Grantor shall include such Grantor as a debtor-in-possession and any receiver or trustee for such Grantor.

(b) If the Borrower and/or any other Grantor shall become subject to a case or proceeding (a "Bankruptcy Case") under the Bankruptcy Code or under any other Debtor Relief Law in any jurisdiction outside the U.S. and shall, as debtor(s)-in-possession, move for approval of financing ("DIP Financing") to be provided by one or more lenders (the "DIP Lenders") to the Borrower or such Grantor under Section 364 of the Bankruptcy Code or any equivalent provision of any other Debtor Relief Laws or the use of cash collateral under Section 363 of the Bankruptcy Code or any equivalent provision of any other Debtor Relief Laws and if such DIP Financing is a Conforming DIP Financing, each First-Lien Secured Party (other than any Controlling Secured Party or the Authorized Representative of any Controlling Secured Party) agrees that it will not raise, join or support any objection to or in any manner oppose, and that it consents to and shall at all times consent to, any DIP Financing and to the Liens on the Shared Collateral securing the same ("DIP Financing Liens") or to any use of cash collateral that constitutes Shared Collateral that is provided, proposed or approved by the Controlling Secured Parties (including, in the case of the Priority First Lien Credit Agreement Secured Parties, the Priority First Lien Credit Agreement Required Lenders in their capacities as such or the Controlling Collateral Agent (acting at the direction of the Controlling Secured Parties (including, in the case of the Priority First Lien Credit Agreement Secured Parties, at the Direction of the Priority First Lien Credit Agreement Required Lenders). With respect to any DIP Financing, DIP Financing Liens and any use of cash collateral that constitutes Shared Collateral that is not provided, proposed or approved by the Controlling Secured Parties (including, in the case of the Priority First Lien Credit Agreement Secured Parties, Priority First Lien Credit Agreement Required Lenders in their capacities as such or the Controlling Collateral Agent (acting at the direction of the Controlling Secured Parties (including, in the case of the Priority First Lien Credit Agreement Secured Parties, at the Direction of the Priority First Lien Credit Agreement Required Lenders), each of the other First-Lien Secured Parties agrees that it will raise no objection to, or in any manner oppose, any such DIP Financing, any such DIP Financing Liens and any such use of cash collateral that constitutes Shared Collateral, unless (i) the Controlling Collateral Agent (acting at the direction of the Controlling Secured Parties (including, in the case of the Priority First Lien Credit Agreement Secured Parties, at the Direction of the Priority First Lien Credit Agreement Required Lenders) shall then oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral or (ii) such DIP Financing is not a Conforming DIP Financing. To the extent (i) that any such DIP Financing Liens are senior to the Liens on any such Shared Collateral for the benefit of the Controlling Secured Parties or such DIP Financing is senior to the Priority First Lien Credit Agreement Obligations with respect to a payment waterfall each Non-Controlling Secured Party and each other Priority First Lien Credit Agreement Secured Party will subordinate its Liens with respect to such Shared Collateral, or its priority in the payment waterfall, in each case on the same terms as the Liens of the Controlling Secured Parties (other than any Liens of any First-Lien Secured

Parties constituting DIP Financing Liens) or the payment priority of the Priority First Lien Credit Agreement Obligations is subordinated thereto (subject, in each case, as between the Priority First Lien Credit Agreement Obligations and Non-Priority Secured Obligations, to the Priority Waterfall), (ii) to the extent that such DIP Financing Liens rank *pari passu* with the Liens on any such Shared Collateral granted to secure the Priority First Lien Credit Agreement Obligations of the Controlling Secured Parties, or such DIP Financing is *pari passu* with the Priority First Lien Credit Agreement Obligations with respect to a payment waterfall each Non-Controlling Secured Party and each other Priority First Lien Credit Agreement Secured Party will confirm the priorities with respect to such Shared Collateral as set forth herein (including with respect to the Priority Waterfall as between the Priority First Lien Credit Agreement Obligations and Non-Priority Secured Obligations), and (iii) to the extent that the Priority First Lien Credit Agreement Obligations are “rolled up” into a DIP Financing, each Non-Controlling Secured Party will subordinate its Liens with respect to the Shared Collateral and subordinate its First-Lien Obligations in right of payment to such “rolled up” DIP Financing, in each case so long as (A) the First Lien Secured Parties of each Series retain the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis all the other First Lien Secured Parties (other than any Liens of the First-Lien Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case (including with respect to the Priority Waterfall as between the Priority First Lien Credit Agreement Obligations and Non-Priority Secured Obligations), (B) the First Lien Secured Parties of each Series are granted Liens on any additional collateral pledged to any First Lien Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-à-vis the other First Lien Secured Parties (other than any Liens of any First Lien Secured Parties constituting DIP Financing Liens) as set forth in this Agreement (including with respect to the Priority Waterfall as between the Priority First Lien Credit Agreement Obligations and Non-Priority Secured Obligations), (C) if any amount of such DIP Financing or cash collateral is applied to repay any of the Priority First Lien Credit Agreement Obligations, such amount is applied pursuant to Section 2.01, and (D) if any First Lien Secured Parties are granted adequate protection, including in the form of periodic payments, in connection with such DIP Financing or use of cash collateral, the proceeds of such adequate protection are applied pursuant to Section 2.01. Notwithstanding anything herein to the contrary, each First-Lien Secured Party (other than any Controlling Secured Party or the Authorized Representative of any Controlling Secured Party) agrees that it will not raise, join or support any object to, or in any manner oppose, and that it consents to and shall at all times consent to, a conversion of the Priority First Lien Credit Agreement Obligations (including any Loans (as defined in the Priority First Lien Credit Agreement), the proceeds of which remain in the Loan Proceeds Account (as defined in the Priority First Lien Credit Agreement)) into, or an exchange of Priority First Lien Credit Agreement Obligations (including any Loans (as defined in the Priority First Lien Credit Agreement), the proceeds of which remain in the Loan Proceeds Account (as defined in the Priority First Lien Credit Agreement)) for, obligations under a DIP Financing as contemplated in Section 2.1 of the Priority First Lien Credit Agreement.

SECTION 2.06 Reinstatement. In the event that any of the First-Lien Obligations shall be paid in full and such payment or any part thereof shall subsequently, for whatever reason

(including an order or judgment for disgorgement of a preference or other avoidance action under the Bankruptcy Code or under any other similar Debtor Relief Law in any jurisdiction outside the U.S., or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Article II shall be fully applicable thereto until all such First-Lien Obligations shall again have been paid in full in cash.

SECTION 2.07 Insurance. As between the First-Lien Secured Parties, the Controlling Collateral Agent (acting at the direction of the Applicable Authorized Representative) shall have the right to adjust or settle any insurance policy or claim covering or constituting Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation, expropriation or similar proceeding affecting the Shared Collateral.

SECTION 2.08 Refinancings, etc. The First-Lien Obligations of any Series may, subject to the limitations set forth in the then extant Secured Credit Documents, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, Refinanced (in whole or in part) or otherwise amended or modified from time to time, in each case, without notice to, or the consent (except to the extent a consent is otherwise required to permit the Refinancing transaction under any Secured Credit Document) of any First-Lien Secured Party of any other Series, all without affecting the priorities provided for herein or the other provisions hereof; provided that the Authorized Representative and Collateral Agent of the holders of any such Refinancing indebtedness shall have executed a Joinder Agreement on behalf of the holders of such Refinancing indebtedness.

SECTION 2.09 Possessory Collateral Agent as Gratuitous Bailee for Perfection.

(a) The Possessory Collateral (or control over such Possessory Collateral, as applicable) shall be delivered to the Controlling Collateral Agent and the Controlling Collateral Agent agrees to hold any Shared Collateral constituting Possessory Collateral that is part of the Shared Collateral in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee and non-fiduciary agent for the benefit of each other First-Lien Secured Party and any assignee solely for the purpose of perfecting the security interest granted in such Possessory Collateral, if any, pursuant to the applicable First-Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09; provided that at any time the existing Controlling Collateral Agent ceases to be the Controlling Collateral Agent hereunder, the outgoing Controlling Collateral Agent shall (at the sole cost and expense of the Grantors), at the request of the Additional First-Lien Collateral Agent that is the new Controlling Collateral Agent, promptly deliver all Possessory Collateral in its possession or control to such Additional First-Lien Collateral Agent together with any necessary endorsements (or otherwise allow such Additional First-Lien Collateral Agent to obtain control of such Possessory Collateral). The Borrower and the other Grantors shall take such further action as is required to effectuate the transfer contemplated hereby and shall indemnify each Collateral Agent for loss or damage suffered by such Collateral Agent as a result of such transfer except for loss or damage suffered by such Collateral Agent as a result of its own willful misconduct, gross negligence or bad faith, as determined in the final non-appealable judgment of a court of competent jurisdiction.

(b) Each Collateral Agent agrees to hold any Shared Collateral constituting Possessory Collateral, from time to time in its possession or control, as gratuitous bailee and non-fiduciary agent for the benefit of each other First-Lien Secured Party and any assignee, solely for the purpose of perfecting the security interest granted in such Possessory Collateral, if any, pursuant to the applicable First-Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09.

(c) The duties or responsibilities of the Controlling Collateral Agent and each other Collateral Agent under this Section 2.09 shall be limited solely to holding or controlling any Shared Collateral constituting Possessory Collateral as gratuitous bailee and non-fiduciary agent for the benefit of each other First-Lien Secured Party for purposes of perfecting the Lien held by such First-Lien Secured Parties thereon.

SECTION 2.10 Amendments to Security Documents.

(a) Without the prior written consent of the Priority First Lien Credit Agreement Collateral Agent, each Additional First-Lien Secured Party agrees that no Additional First-Lien Security Document may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any new Additional First-Lien Security Document would be prohibited by, or would require any Grantor to act or refrain from acting in a manner that would violate, any of the terms of this Agreement.

(b) Without the prior written consent of the Additional First-Lien Collateral Agents, the Priority First Lien Credit Agreement Collateral Agent agrees that no Priority First Lien Credit Agreement Collateral Document may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any new Priority First Lien Credit Agreement Collateral Document would be prohibited by, or would require any Grantor to act or refrain from acting in a manner that would violate, any of the terms of this Agreement.

(c) In making determinations required by this Section 2.10, each Collateral Agent may conclusively rely on a certificate of an Authorized Officer of the Borrower stating that such amendment is permitted by Sections 2.10(a) or (b), as the case may be.

ARTICLE III

Existence and Amounts of Liens and Obligations

SECTION 3.01 Determinations with Respect to Amounts of Liens and Obligations. Whenever a Collateral Agent or any Authorized Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any First-Lien Obligations of any Series, or the Shared Collateral subject to any Lien securing the First-Lien Obligations of any Series, it may request that such information be furnished to it in writing by each other Authorized Representative or Collateral Agent and shall be entitled to make such determination or not make any determination on the basis of the information so furnished; provided, however, that if an Authorized Representative or a Collateral Agent shall fail or refuse reasonably

promptly to provide the requested information, the requesting Collateral Agent or Authorized Representative shall be entitled to make any such determination by such method as it may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate of the Borrower. Each Collateral Agent and each Authorized Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Grantor, any First-Lien Secured Party or any other person as a result of such determination.

ARTICLE IV

The Controlling Collateral Agent

SECTION 4.01 Authority.

(a) Notwithstanding any other provision of this Agreement, nothing herein shall be construed to impose any fiduciary or other duty on any Controlling Collateral Agent to any Non-Controlling Secured Party or give any Non-Controlling Secured Party the right to direct any Controlling Collateral Agent, except that each Controlling Collateral Agent shall be obligated to distribute proceeds of any Shared Collateral in accordance with Section 2.01 hereof.

(b) In furtherance of the foregoing, each Non-Controlling Secured Party acknowledges and agrees that the Controlling Collateral Agent shall be entitled, for the benefit of the First-Lien Secured Parties, to sell, transfer or otherwise dispose of or deal with any Shared Collateral as provided herein and in the First-Lien Security Documents, as applicable, pursuant to which the Controlling Collateral Agent is the collateral agent and/or administrative agent for such Shared Collateral, without regard to any rights to which the Non-Controlling Secured Parties would otherwise be entitled as a result of the First-Lien Obligations held by such Non-Controlling Secured Parties. Without limiting the foregoing, each Non-Controlling Secured Party agrees that none of the Controlling Collateral Agent, the Applicable Authorized Representative or any other First-Lien Secured Party shall have any duty or obligation first to marshal or realize upon any type of Shared Collateral (or any other Collateral securing any of the First-Lien Obligations), or to sell, dispose of or otherwise liquidate all or any portion of such Shared Collateral (or any other Collateral securing any First-Lien Obligations), in any manner that would maximize the return to the Non-Controlling Secured Parties, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of proceeds actually received by the Non-Controlling Secured Parties from such realization, sale, disposition or liquidation. Except with respect to any actions expressly prohibited or required to be taken by this Agreement, each of the First-Lien Secured Parties waives any claim it may now or hereafter have against any Collateral Agent or the Authorized Representative of any other Series of First-Lien Obligations or any other First-Lien Secured Party of any other Series arising out of (i) any actions which any Collateral Agent, Authorized Representative or the First-Lien Secured Parties take or omit to take (including, actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to

realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the First-Lien Obligations from any account debtor, guarantor or any other party) in accordance with the First-Lien Security Documents or any other agreement related thereto or to the collection of the First-Lien Obligations or the valuation, use, protection or release of any security for the First-Lien Obligations, (ii) any election by any Applicable Authorized Representative or any holders of First-Lien Obligations, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code or under any other Debtor Relief Law in any jurisdiction outside the U.S. or (iii) subject to Section 2.05, any borrowing by, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code or any equivalent provision of any other Debtor Relief Law, by the Loan Parties or any of their subsidiaries, as debtor-in-possession. Notwithstanding any other provision of this Agreement, the Controlling Collateral Agent shall not accept any Shared Collateral in full or partial satisfaction of any First-Lien Obligations pursuant to Section 9-620 of the Uniform Commercial Code of any jurisdiction, without the consent of each Authorized Representative representing holders of First-Lien Obligations for whom such Collateral constitutes Shared Collateral.

SECTION 4.02 Rights as a First Lien Secured Party. The Person serving as the Controlling Collateral Agent hereunder shall have the same rights and powers in its capacity as a First-Lien Secured Party under any Series of First-Lien Obligations that it holds as any other First-Lien Secured Party of such Series and may exercise the same as though it were not the Controlling Collateral Agent and the term “First-Lien Secured Party” or “First-Lien Secured Parties” or (as applicable) “Priority First Lien Credit Agreement Secured Party”, “Priority First Lien Credit Agreement Secured Parties”, “Additional First-Lien Secured Party”, “Additional First-Lien Secured Parties”, “Existing Credit Agreement Secured Party” or “Existing Credit Agreement Secured Parties” shall, if applicable and unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Controlling Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any subsidiary or other Affiliate thereof as if such Person were not the Controlling Collateral Agent hereunder and without any duty to account therefor to any other First-Lien Secured Party.

SECTION 4.03 Exculpatory Provisions.

(a) The Controlling Collateral Agent shall not have any duties or obligations except those expressly set forth herein and in the other First-Lien Security Documents to which it is a party. Without limiting the generality of the foregoing, the Controlling Collateral Agent:

(i) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other First-Lien Security Documents that the Controlling Collateral Agent is required to exercise as directed in writing by the Applicable Authorized Representative; provided that the Controlling Collateral

Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Controlling Collateral Agent to liability or that is contrary to any First-Lien Security Document or applicable law;

(ii) shall not, except as expressly set forth herein and in the other First-Lien Security Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Controlling Collateral Agent or any of its Affiliates in any capacity;

(iii) shall not be liable for any action taken or not taken by it (A) with the consent or at the request of the Applicable Authorized Representative or (B) in the absence of the willful misconduct, gross negligence, bad faith or material breach of this Agreement by the Controlling Collateral Agent or any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of the Controlling Collateral Agent (in each case, as determined by a court of competent jurisdiction in a final, non-appealable judgment) or (C) in reliance on a certificate of a Authorized Officer of the Borrower stating that such action is permitted by the terms of this Agreement (it being understood and agreed that the Controlling Collateral Agent shall be deemed not to have knowledge of any Event of Default under any Series of First-Lien Obligations unless and until notice describing such Event of Default is given to the Controlling Collateral Agent by the Authorized Representative of such First-Lien Obligations or the Borrower); shall not be responsible for or have any duty to ascertain or inquire into (A) any statement, warranty or representation made in or in connection with this Agreement or any other First-Lien Security Document, (B) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any default, (D) the validity, enforceability, effectiveness or genuineness of this Agreement, any other First-Lien Security Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the First-Lien Security Documents, (E) the existence, value or the sufficiency of any Collateral for any Series of First-Lien Obligations, or (F) the satisfaction of any condition set forth in any Secured Credit Document, other than to confirm receipt of items expressly required to be delivered to the Controlling Collateral Agent; and

(iv) with respect to the Priority First Lien Credit Agreement, Existing Credit Agreement or any Additional First-Lien Document, may conclusively assume that the Grantors have complied with all of their obligations thereunder unless advised in writing by the Authorized Representative thereunder to the contrary specifically setting forth the alleged violation.

(b) Each First-Lien Secured Party acknowledges that, in addition to acting as the initial Controlling Collateral Agent, Wilmington Savings Fund Society, FSB also serves as Priority First Lien Credit Agreement Administrative Agent (under, and as defined in, the Priority First Lien Credit Agreement), and each First-Lien Secured Party hereby

waives any right to make any objection or claim against Wilmington Savings Fund Society, FSB (or any successor Controlling Collateral Agent or any of their respective counsel) based on any alleged conflict of interest or breach of duties arising from the Controlling Collateral Agent also serving as the Priority First Lien Credit Agreement Collateral Agent.

SECTION 4.04 Reliance by Controlling Collateral Agent. The Controlling Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Controlling Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. The Controlling Collateral Agent may consult with legal counsel (who may include, but shall not be limited to, counsel for any Grantor or counsel for the Applicable Authorized Representative), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 4.05 Delegation of Duties. The Controlling Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other First-Lien Security Document by or through any one or more sub-agents appointed by the Controlling Collateral Agent. The Controlling Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of this Article shall apply to any such subagent and to the Affiliates of the Controlling Collateral Agent and any such sub-agent.

SECTION 4.06 Non Reliance on Controlling Collateral Agent and Other First-Lien Secured Parties. Each First-Lien Secured Party acknowledges that it has, independently and without reliance upon the Controlling Collateral Agent, any Authorized Representative or any other First-Lien Secured Party or any of their Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Secured Credit Documents. Each First-Lien Secured Party also acknowledges that it will, independently and without reliance upon the Controlling Collateral Agent, any Authorized Representative or any other First-Lien Secured Party or any of their Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Secured Credit Document or any related agreement or any document furnished hereunder or thereunder.

ARTICLE V

Miscellaneous

SECTION 5.01 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the Existing Credit Agreement Collateral Agent or to the Authorized Representative for the Existing Credit Agreement Secured Parties, to it at CITIBANK, N.A., Attn: Loan Administration, 1615 Brett Road, Building III, New Castle, Delaware 19720, Email: GLOriginOps@citigroup.com;

(b) if to the Priority First Lien Credit Agreement Collateral Agent or to the Authorized Representative for the Priority First Lien Credit Agreement Secured Parties, to it at WSFS Institutional Services, Attn: John McNichol, 500 Delaware Avenue, Wilmington, Delaware 19801, Email: jmcnichol@wsfsbank.com;

(c) if to any other additional Authorized Representative, to it at the address set forth in the applicable Joinder Agreement.

Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and, may be personally served, telecopied, electronically mailed or sent by courier service or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or electronic mail or upon receipt via U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth above or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties party hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt (if a Business Day) and on the next Business Day thereafter (in all other cases) if delivered by hand or overnight courier service or sent by telecopy or on the date three Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 5.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 5.01. To the extent agreed to in writing among each Collateral Agent and each Authorized Representative from time to time and upon notification to the Borrower, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 5.02 Waivers; Amendment; Joinder Agreements.

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by Section 5.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for

which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be terminated, waived, amended or modified (other than pursuant to any Joinder Agreement) except pursuant to an agreement or agreements in writing entered into by each Authorized Representative and each Collateral Agent. Notwithstanding the foregoing, the Borrower and the other Grantors shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Agreement except to the extent their rights or obligations are materially adversely affected.

(c) Notwithstanding the foregoing, without the consent of any First-Lien Secured Party, any Authorized Representative may become a party hereto by execution and delivery of a Joinder Agreement in accordance with Section 5.13 and upon such execution and delivery, such Authorized Representative and the Additional First-Lien Secured Parties and Additional First-Lien Obligations of the Series for which such Authorized Representative is acting hereunder agree to be bound by, and shall be subject to, the terms hereof.

(d) Notwithstanding the foregoing, in connection with any Refinancing of First-Lien Obligations of any Series, or the incurrence of Additional First-Lien Obligations of any Series, the Collateral Agents and the Authorized Representatives then party hereto shall enter (and are hereby authorized to enter without the consent of any other First-Lien Secured Party or any Loan Party), at the request of any Collateral Agent, any Authorized Representative or the Borrower, into such amendments or modifications of this Agreement as are reasonably necessary to reflect such Refinancing or such incurrence, are in compliance with the Secured Credit Documents and are reasonably satisfactory to each such Collateral Agent and each such Authorized Representative, provided that any Collateral Agent or Authorized Representative may condition its execution and delivery of any such amendment or modification on a receipt of a certificate from an Authorized Officer of the Borrower to the effect that such Refinancing or incurrence is permitted by the then existing Secured Credit Documents.

SECTION 5.03 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, as well as the other First-Lien Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement. Except as specifically set forth in Section 5.02(b) and Section 5.12, no other person, including the Borrower, Grantors or any other creditors thereof shall have or be entitled to assert rights or benefits hereunder.

SECTION 5.04 Survival of Agreement. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 5.05 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said

counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5.06 Severability. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.07 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5.08 Submission to Jurisdiction Waivers; Consent to Service of Process. Each party hereto (and in the case of each Collateral Agent and each Authorized Representative, on behalf of itself and the First-Lien Secured Parties of the Series for whom it is acting) irrevocably and unconditionally:

- (a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the First-Lien Security Documents, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of United States Federal or New York State courts sitting in New York county;

- (b) consents and agrees that any such action or proceeding shall be brought in such courts and irrevocably waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

- (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Authorized Representative) at the address set forth in Section 5.01;

- (d) agrees that nothing herein shall affect the right of any other party hereto (or any First-Lien Secured Party) to effect service of process in any other manner permitted by law; and

- (e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 5.08 any special, exemplary, punitive or consequential damages.

SECTION 5.09 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE FIRST LIEN SECURED PARTIES OR SUCH CREDIT PARTY IN CONNECTION THEREWITH. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY HERETO ENTERING INTO THIS AGREEMENT.

SECTION 5.10 Headings. Article, Section and Annex headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.11 Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the First-Lien Security Documents or any of the other Secured Credit Documents, the provisions of this Agreement shall control; provided, that for the avoidance of doubt, nothing herein shall be deemed to constitute an amendment or waiver of (or to otherwise modify, supersede or override) any provision of Section 9.02 of the Existing Credit Agreement that requires the consent of all lenders or all adversely affected lenders under the Existing Credit Agreement.

SECTION 5.12 Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First-Lien Secured Parties in relation to one another. None of the Borrower, any other Grantor or any other creditor thereof shall have any rights or obligations hereunder, except as expressly provided in this Agreement (provided that nothing in this Agreement (other than Section 2.04, 2.05, 2.08, 2.09 or Article V) is intended to or will amend, waive or otherwise modify the provisions of the Priority First Lien Credit Agreement, the Existing Credit Agreement or any Additional First-Lien Documents), and none of the Borrower or any other Grantor may rely on the terms hereof (other than Sections 2.04, 2.05, 2.08, 2.09 and Article V). Nothing in this Agreement is intended to or shall impair the obligations of any Grantor, which are absolute and unconditional, to pay the First-Lien Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 5.13 Additional Senior Debt. To the extent, but only to the extent permitted by the provisions of each of the then extant Secured Credit Documents, the Borrower may incur additional indebtedness after the date hereof that is secured on an equal and ratable basis by the Liens securing the First-Lien Obligations (such indebtedness referred to as “Additional Senior Class Debt”). Any such Additional Senior Class Debt may be secured by a Lien and may be Guaranteed by the Grantors (which Lien shall rank on a pari passu basis with the Liens on the Shared Collateral securing all other First-Lien Obligations), in each case under and pursuant to the Additional First-Lien Documents, if and subject to the condition that the Authorized Representative of any such Additional Senior Class Debt

(each, an “Additional Senior Class Debt Representative”), acting on behalf of the holders of such Additional Senior Class Debt (such Authorized Representative and the collateral agent for the holders of such Additional Senior Class Debt (each, an “Additional Senior Class Debt Collateral Agent”) (such Additional Senior Class Debt Representative, Additional Senior Class Debt Collateral Agent and holders in respect of any Additional Senior Class Debt being referred to as the “Additional Senior Class Debt Parties”), becomes a party to this Agreement as an Authorized Representative and Collateral Agent, as applicable, by satisfying the conditions set forth in clauses (i) through (iv) of the immediately succeeding paragraph.

In order for an Additional Senior Class Debt Representative and Additional Senior Class Debt Collateral Agent to become a party to this Agreement as an Authorized Representative and Collateral Agent, as applicable,

(i) such Additional Senior Class Debt Representative, such Additional Senior Class Debt Collateral Agent, each Collateral Agent, each Authorized Representative and each Grantor shall have executed and delivered a Joinder Agreement (with such changes as may be reasonably approved by the Controlling Collateral Agent and Additional Senior Class Debt Representative) pursuant to which such Additional Senior Class Debt Representative becomes an Authorized Representative hereunder, such Additional Senior Class Debt Collateral Agent becomes a Collateral Agent hereunder, and the Additional Senior Class Debt in respect of which such Additional Senior Class Debt Representative is the Authorized Representative constitutes Additional First-Lien Obligations and the related Additional Senior Class Debt Parties become subject hereto and bound hereby as Additional First-Lien Secured Parties;

(ii) the Borrower shall have (x) delivered to each Authorized Representative and each Collateral Agent true and complete copies of each of the Additional First-Lien Documents relating to such Additional Senior Class Debt, certified as being true and correct by an Authorized Officer of the Borrower and (y) identified in a certificate of an Authorized Officer of the Borrower the obligations to be designated as Additional First-Lien Obligations and the initial aggregate principal amount or face amount thereof and certified that such obligations are permitted to be incurred and secured on a *pari passu* basis with the then extant First-Lien Obligations and by the terms of the then extant Secured Credit Documents;

(iii) all filings, recordations and/or amendments or supplements to the First-Lien Security Documents necessary or desirable in the reasonable judgment of such Additional Senior Class Debt Collateral Agent to confirm and perfect the Liens securing the relevant obligations relating to such Additional Senior Class Debt shall have been made, executed and/or delivered (or, with respect to any such filings or recordations, acceptable provisions to perform such filings or recordations shall have been taken in the reasonable judgment of such Additional Senior Class Debt Collateral Agent), and all fees and taxes in connection therewith shall have

been paid (or acceptable provisions to make such payments have been taken in the reasonable judgment of such Additional Senior Class Debt Collateral Agent); and

(iv) the Additional First-Lien Documents, as applicable, relating to such Additional Senior Class Debt shall provide, in a manner reasonably satisfactory to each Collateral Agent, that each Additional Senior Class Debt Party with respect to such Additional Senior Class Debt will be subject to and bound by the provisions of this Agreement in its capacity as a holder of such Additional Senior Class Debt.

Each Authorized Representative acknowledges and agrees that upon execution and delivery of a Joinder Agreement substantially in the form of Annex II or any other form reasonably acceptable to the Controlling Collateral Agent by an Additional Senior Class Debt Representative, the Additional Senior Class Debt Collateral Agent will continue to act in its capacity as Additional Senior Class Debt Collateral Agent in respect of the then existing Authorized Representatives (other than the Priority First Lien Credit Agreement Administrative Agent) and such additional Authorized Representative.

SECTION 5.14 Agent Capacities. Except as expressly provided herein or in the Priority First Lien Credit Agreement Collateral Documents, Wilmington Savings Fund Society, FSB is acting in the capacities of Priority First Lien Credit Agreement Administrative Agent and Priority First Lien Credit Agreement Collateral Agent solely for the Priority First Lien Credit Agreement Secured Parties. Except as expressly provided herein or in the Existing Credit Agreement Collateral Documents, CITIBANK, N.A. is acting in the capacities of Existing Credit Agreement Administrative Agent and Existing Credit Agreement Collateral Agent solely for the Existing Credit Agreement Secured Parties. Except as expressly set forth herein, none of the Priority First Lien Credit Agreement Administrative Agent, the Priority First Lien Credit Agreement Collateral Agent, the Existing Credit Agreement Administrative Agent, the Existing Credit Agreement Collateral Agent or any Additional First-Lien Collateral Agent shall have any duties or obligations in respect of any of the Collateral, all of such duties and obligations, if any, being subject to and governed by the applicable Secured Credit Documents.

SECTION 5.15 Integration. This Agreement together with the other Secured Credit Documents and the First-Lien Security Documents represents the agreement of each of the Grantors and the First-Lien Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Grantor, the Priority First Lien Credit Agreement Collateral Agent, or any other First-Lien Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Secured Credit Documents.

SECTION 5.16 Additional Grantors. The Borrower agrees that, if any subsidiary shall become a Grantor after the date hereof, they will promptly cause such subsidiary to acknowledge this Agreement by executing and delivering an instrument in the form of Annex III. The parties hereto further agree that, notwithstanding any failure to take the actions required by the immediately preceding sentence, each Person which becomes a Grantor at any time (and any security granted by any such Person) shall be subject to the provisions hereof as fully as if same constituted a Grantor and had complied with the

requirements of the immediately preceding sentence. The execution and delivery of such acknowledgment shall not require the consent of any other party hereunder, and will be acknowledged by the Priority First Lien Credit Agreement Collateral Agent, the Existing Credit Agreement Administrative Agent and each additional Authorized Representative.

SECTION 5.17 Conversion of Currencies

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each Borrower or other Grantor in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the “Applicable Creditor”) shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than the currency in which such sum is stated to be due hereunder (the “Agreement Currency”), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency. The obligations of the parties contained in this Section 5.17 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**WILMINGTON SAVINGS FUND
SOCIETY, FSB,**
as Priority First Lien Credit Agreement
Collateral Agent

By: _____
Name:
Title:

**WILMINGTON SAVINGS FUND
SOCIETY, FSB,**
as Authorized Representative for the
Priority First Lien Credit Agreement
Secured Parties

By: _____
Name:
Title:

CITIBANK, N.A.,
as Existing Credit Agreement Collateral
Agent

By: _____
Name:
Title:

CITIBANK, N.A.,
as Authorized Representative for the
Existing Credit Agreement Secured Parties

By: _____
Name:
Title:

Acknowledged by:

**CYXTERA DC PARENT HOLDINGS,
INC.**

By: _____
Name:
Title:

CYXTERA DC HOLDINGS, INC.

By: _____
Name:
Title:

CYXTERA DATA CENTERS, INC.

By: _____
Name:
Title:

CYXTERA COMMUNICATIONS, LLC

By: _____
Name:
Title:

CYXTERA CANADA, LLC

By: _____
Name:
Title:

CYXTERA DIGITAL SERVICES, LLC

By: _____
Name:
Title:

**CYXTERA RECEIVABLES
HOLDINGS, LLC**

By: _____
Name:
Title:

**CYXTERA COMMUNICATIONS
CANADA, ULC**

By: _____
Name:
Title:

CYXTERA CANADA TRS, ULC

By: _____
Name:
Title:

**CYXTERA TECHNOLOGY UK
LIMITED**

By: _____
Name:
Title:

CYXTERA UK TRS LIMITED

By: _____
Name:

Title:

ANNEX I

Grantors

<u>Name of Loan Party</u>	<u>Type of Organization (e.g. corporation, limited liability company, limited partnership)</u>	<u>Jurisdiction of Organization/Formation</u>	<u>Organizational Identification Number</u>
Cyxtera DC Parent Holdings, Inc.	Corporation	Delaware	6324273
Cyxtera DC Holdings, Inc.	Corporation	Delaware	6198124
Cyxtera Data Centers, Inc.	Corporation	Delaware	2866075
Cyxtera Communications, LLC	Limited Liability Company	Missouri	LC001517778
Cyxtera Canada, LLC	Limited Liability Company	Delaware	4028390
Cyxtera Digital Services, LLC	Limited Liability Company	Delaware	7072509

ANNEX II

[FORM OF] JOINDER NO. [] dated as of [____], 20[] to the FIRST LIEN INTERCREDITOR AGREEMENT dated as of May 4, 2023 (the “First Lien Intercreditor Agreement”), among WILMINGTON SAVINGS FUND SOCIETY, FSB, as Priority First Lien Credit Agreement Collateral Agent for the Priority First Lien Credit Agreement Secured Parties under the Priority First Lien Collateral Documents (in such capacity, the “Priority First Lien Credit Agreement Collateral Agent”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as Authorized Representative for the Priority First Lien Credit Agreement Secured Parties, CITIBANK, N.A., as Existing Credit Agreement Collateral Agent for the Existing Credit Agreement Secured Parties under the Existing Credit Agreement Collateral Documents (in such capacity, the “Existing Credit Agreement Collateral Agent”), CITIBANK, N.A., as Authorized Representative for the Existing Credit Agreement Secured Parties, and the additional Authorized Representatives and Collateral Agents from time to time a party thereto.¹

A. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Intercreditor Agreement.

B. As a condition to the ability of the Borrower to incur Additional First-Lien Obligations and to secure such Additional Senior Class Debt with the liens and security interests created by the Additional First-Lien Security Documents relating thereto, the Additional Senior Class Debt Representative in respect of such Additional Senior Class Debt is required to become an Authorized Representative, the Additional Senior Class Debt Collateral Agent in respect of such Additional Senior Class Debt is required to become a Collateral Agent, and such Additional Senior Class Debt and the Additional Senior Class Debt Parties in respect thereof are required to become subject to and bound by, the First Lien Intercreditor Agreement. Section 5.13 of the First Lien Intercreditor Agreement provides that such Additional Senior Class Debt Representative may become an Authorized Representative, such Additional Senior Class Debt Collateral Agent may become a Collateral Agent, and such Additional Senior Class Debt and such Additional Senior Class Debt Parties may become subject to and bound by the First Lien Intercreditor Agreement as Additional First-Lien Obligations and Additional First-Lien Secured Parties, respectively, upon the execution and delivery by the Additional Senior Class Debt Representative and the Additional Senior Class Debt Collateral Agent of an instrument in the form of this Joinder Agreement and the satisfaction of the other conditions set forth in Section 5.13 of the First Lien Intercreditor Agreement. The undersigned Additional Senior Class Debt Representative (the “New Representative”) and Additional Senior Class Debt Collateral Agent (the “New Collateral Agent”) is executing this Joinder Agreement in accordance with the requirements of the First Lien Intercreditor Agreement and the First-Lien Security Documents.

Accordingly, each Collateral Agent, each Authorized Representative and the New Representative and the New Collateral Agent agree as follows:

SECTION 1. In accordance with Section 5.13 of the First Lien Intercreditor Agreement, the New Representative by its signature below becomes an Authorized Representative under, the

¹ In the event of the Refinancing of the Priority First Lien Credit Agreement Obligations, revise to reflect joinder by a new Priority First Lien Credit Agreement Collateral Agent

New Collateral Agent by its signature below becomes a Collateral Agent under, and the related Additional Senior Class Debt and Additional Senior Class Debt Parties become subject to and bound by, the First Lien Intercreditor Agreement as Additional First-Lien Obligations and Additional First-Lien Secured Parties, with the same force and effect as if the New Representative had originally been named therein as an Authorized Representative and the New Collateral Agent had originally been named therein as Collateral Agent, and each of the New Representative and the New Collateral Agent, on its behalf and on behalf of such Additional Senior Class Debt Parties, hereby agrees to all the terms and provisions of the First Lien Intercreditor Agreement applicable to it as Authorized Representative or Collateral Agent, as applicable, and to the Additional Senior Class Debt Parties that it represents as Additional First-Lien Secured Parties. Each reference to an “Authorized Representative” in the First Lien Intercreditor Agreement shall be deemed to include the New Representative. Each reference to a “Collateral Agent” in the First Lien Intercreditor Agreement shall be deemed to include the New Collateral Agent. The First Lien Intercreditor Agreement is hereby incorporated herein by reference.

SECTION 2. Each of the New Representative and the New Collateral Agent represents and warrants to each Collateral Agent, each Authorized Representative and the other First-Lien Secured Parties, individually, that (i) it has full power and authority to enter into this Joinder, in its capacity as [trustee/administrative agent and collateral agent] under [describe new facility], (ii) this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally or by equitable principles relating to enforceability and (iii) the Additional First-Lien Documents relating to such Additional Senior Class Debt provide that, upon the New Representative’s entry into this Agreement, the Additional Senior Class Debt Parties in respect of such Additional Senior Class Debt will be subject to and bound by the provisions of the First Lien Intercreditor Agreement as Additional First-Lien Secured Parties.

SECTION 3. This Joinder may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Joinder shall become effective when each Collateral Agent shall have received a counterpart of this Joinder that bears the signatures of the New Representative and the New Collateral Agent. Delivery of an executed signature page to this Joinder by facsimile transmission, telecopy, pdf or other electronic imaging means shall be effective as delivery of a manually signed counterpart of this Joinder.

SECTION 4. Except as expressly supplemented hereby, the First Lien Intercreditor Agreement shall remain in full force and effect.

SECTION 5. THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Joinder should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the First Lien Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto

shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the First Lien Intercreditor Agreement. All communications and notices hereunder to the New Representative and the New Collateral Agent shall be given to it at its address set forth below its signature hereto.

SECTION 8. The Borrower agrees to reimburse each Collateral Agent and each Authorized Representative for its reasonable out-of-pocket expenses in connection with this Joinder, including the reasonable fees, other charges and disbursements of counsel, in each case as required by the applicable Secured Credit Documents.

IN WITNESS WHEREOF, the New Representative has duly executed this Joinder to the First Lien Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW REPRESENTATIVE],

as

[] and as collateral agent for the
holders of [],

By: _____

Name:

Title:

Address for notices:

attention of: _____

Telecopy _____

Acknowledged by:

CITIBANK, N.A.,
as the Existing Credit Agreement Collateral Agent and Existing
Credit Agreement Administrative Agent,

By: _____
Name:
Title:

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Priority First Lien Credit Agreement Collateral Agent and
Priority First Lien Credit Agreement Administrative Agent,

By: _____
Name:
Title:

[OTHER AUTHORIZED REPRESENTATIVES]

Acknowledged by:

CYXTERA DC PARENT HOLDINGS,
INC.

By: _____
Name:
Title:

CYXTERA DC HOLDINGS, INC.

By: _____
Name:
Title:

CYXTERA DATA CENTERS, INC.

By: _____
Name:
Title:

CYXTERA COMMUNICATIONS, LLC

By: _____
Name:
Title:

CYXTERA CANADA, LLC

By: _____
Name:
Title:

CYXTERA DIGITAL SERVICES, LLC

By: _____
Name:
Title:

CYXTERA RECEIVABLES HOLDINGS,
LLC

By: _____
Name:
Title:

CYXTERA COMMUNICATIONS
CANADA, ULC

By: _____
Name:
Title:

CYXTERA CANADA TRS, ULC

By: _____
Name:
Title:

CYXTERA TECHNOLOGY UK
LIMITED

By: _____
Name:
Title:

CYXTERA UK TRS LIMITED

By: _____
Name:

Title:

THE OTHER GRANTORS
LISTED ON SCHEDULE I HERETO,

By:

Name:

Title:

Schedule I to the
Supplement to the
First Lien Intercreditor Agreement

Grantors

[]

ACKNOWLEDGMENT

[], 20[]

[], a [] (the “Grantor”) hereby acknowledges that it has received a copy of the First Lien Intercreditor Agreement, dated as of May 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Intercreditor Agreement”), among CITIBANK, N.A., as collateral agent for the Existing Credit Agreement Secured Parties (in such capacity and together with its successors in such capacity, the “Existing Credit Agreement Collateral Agent”), CITIBANK, N.A., as Authorized Representative for the Existing Credit Agreement Secured Parties, WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent for the Priority First Lien Credit Agreement Secured Parties (as defined below) (in such capacity and together with its successors in such capacity “Priority First Lien Credit Agreement Collateral Agent”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as Authorized Representative for the Priority First Lien Credit Agreement Secured Parties, each additional Authorized Representative and additional Collateral Agent from time to time party hereto, and waives the provisions of Section 9-615(a) of the UCC in connection with the application of proceeds of Collateral in accordance with the provisions of the First Lien Intercreditor Agreement. The Grantor further acknowledges and agrees that it is not an intended beneficiary or third party beneficiary under the ABL Intercreditor Agreement.

Capitalized terms used in this acknowledgment and not defined herein shall have the meaning assigned to such terms in the ABL Intercreditor Agreement.

Acknowledged as of the first date written above:

[NAME OF NEW GRANTOR]

By:

Name:

Title:

Acknowledged by:

CITIBANK, N.A.,
as the Existing Credit Agreement Collateral Agent and Existing
Credit Agreement Administrative Agent,

By: _____
Name:
Title:

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Priority First Lien Credit Agreement Collateral Agent and
Priority First Lien Credit Agreement Administrative Agent,

By: _____
Name:
Title:

[OTHER AUTHORIZED REPRESENTATIVES]

Annex II

Annex II

MILESTONES

[Attached]

Annex II

SECTION 1.01. Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Restructuring Support Agreement, dated as of May [_], 2023 (as amended, restated, supplemented or otherwise modified from time to time, “**RSA**”), including, the exhibits, annexes and schedules thereto.

(b) The rules of construction specified in Section 1.02 of the RSA also apply to this Agreement, *mutatis mutandis*.

SECTION 1.02. Milestones. General Milestones. The following Milestones shall apply in any event:

(i) No later than 3 days after the Agreement Effective Date, the Company Parties shall have provided the members of the AHG with the Diligence Materials, which shall be in form and substance satisfactory to the Required Consenting Term Lenders;

(ii) No later than the Launch Date, the Company Parties shall have commenced reaching out to Potential Purchasers;

(iii) No later than 5 Business Days after the Launch Date, the Company Parties shall have commenced a good faith analysis of its existing executory contracts and unexpired leases with the purpose of reducing go-forward costs and expenses;

(iv) No later than May 12, 2023:

a. the Company Parties shall have appointed (A) a Chief Restructuring Officer, who shall be acceptable to the Required Consenting Term Lenders and shall report to the Special Committee; provided that, for the avoidance of doubt, the Required Consenting Term Lenders hereby consent to the appointment of Eric Koza as the Chief Restructuring Officer and (B) the Independent Directors;

b. the Company Parties shall establish the Special Committee; and

c. the Company Parties and the Required Consenting Term Lenders shall decide, in their reasonable judgment, whether to (A) continue pursuing the out-of-court Marketing Process, or (B) pursue, after filing the Chapter 11 Cases, (1) a Recapitalization Transaction or (2) a dual track process that allows the Company Parties to “toggle” between a Recapitalization Transaction or a Sale Transaction;

(v) No later than 2 weeks after the execution of this Agreement, the Company Parties shall provide the AHG and the Consenting Sponsors' Professionals with copies of all material first-day filings, pleadings, and other first-day documentation in connection with a potential chapter 11 filing;

(vi) In the event a Toggle Date occurs, the Company Parties shall commence the Chapter 11 Cases no later than 5 Business Days after the Toggle Date; and

(vii) No later than May 14, 2023, the Petition Date shall have occurred.

(b) Out-of-Court Milestones. Solely to the extent that the Toggle Date has not occurred, the following Milestones shall apply:

(i) The Company Parties shall request that Potential Purchasers submit IOIs from Potential Purchasers no later than 4 weeks after the Launch Date (the "**IOI Deadline**");

(ii) No later than 3 Business Days after the IOI Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity;

(iii) The Company Parties shall request that Potential Purchasers submit Final Bids no later than 9 weeks after the Launch Date (the "**Final Bid Deadline**");

(iv) No later than the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a copy of each Final Bid received;

(v) No later than 3 Business Days after the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of Potential Purchaser activity;

(vi) No later than 13 weeks after the Launch Date, the Company Parties shall have negotiated and signed the Purchase Agreement to effectuate an Acceptable Transaction;

(vii) No later than 3 Business Days after execution of the Purchase Agreement, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity; and

(viii) No later than August 15, 2023, the Sale Transaction shall have closed ("**Sale Closing Date**").

(c) In-Court Dual Track Milestones. To the extent the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) On the Petition Date, the Company Parties shall file (A) the Plan (which shall afford the Company Parties flexibility to “toggle” between a Sale Transaction and a Recapitalization Transaction), (B) the Disclosure Statement, (C) a motion seeking entry of Scheduling Order (if applicable), and (D) the Bidding Procedures Motion;

(iii) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (A) the interim DIP Order and (B) the Scheduling Order (if applicable);

(iv) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(v) Subject to the availability of the Bankruptcy Court, if applicable, the Bidding Procedures Order shall be entered no later than 30 days after the Petition Date;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) If applicable, the deadline for submitting qualified bids pursuant to the Bidding Procedures shall be no later than 45 days after the Petition Date;

(viii) If applicable, any auction to select a winning bid pursuant to the Bidding Procedures shall commence no later than 60 days after the Petition Date;

(ix) If applicable, an order approving a Sale Transaction (on a conditional basis if such Sale Transaction is to be consummated pursuant to the Plan and on a final basis if such Sale Transaction is consummated pursuant to section 363 of the Bankruptcy Code) shall be entered by the Bankruptcy Court no later than 70 days after the Petition Date;

(x) No later than 70 days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement;

(xi) No later than 110 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

(xii) No later than the 120 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

(d) In-Court Recap Milestones. Unless the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) No later than 1 Business Day prior to the Petition Date, the Company Parties shall have commenced solicitation of the Plan;

(iii) On the Petition Date, the Company Parties shall file (A) the Plan (votes for which shall have already been solicited), (B) the Disclosure Statement, and (C) a motion seeking entry of Scheduling Order;

(iv) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (i) the interim DIP Order and (ii) the Scheduling Order (if applicable);

(v) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) No later than 45 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order and the Disclosure Statement Order; and

(viii) No later than 60 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

Annex III

Exhibit R

INITIAL APPROVED BUDGET

[Attached]

106272219.8



13-Week Cash Flow Budget

May 2023

Privileged & Confidential

Subject to FRE 408 and Similar State Laws

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The information used to prepare, and contained in, this Presentation is based upon industry, business, financial, legal, regulatory, tax, accounting, actuarial and other information (including, without limitation, Projections) furnished by the Company or information otherwise obtained from public sources, data suppliers and other third parties. You acknowledge and agree that (i) the information in this Presentation is provided to you for informational purposes only, (ii) none of the Advisors or the Company, or any of their respective direct or indirect equity holders or affiliates or any of their or their affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (collectively, with respect to any person or entity, the "Representatives"), bears any responsibility, obligation or liability to you (or any of your Representatives) relating to or arising from, or for the accuracy or completeness (or lack thereof) of, any of the information in the Presentation or any other written or oral communication transmitted to you (or any of your Representatives) in the course of your (or their) investigation and evaluation of the Company and any Transaction, (iii) no representation, guaranty or warranty (express or implied) regarding the Presentation or as to the accuracy or completeness of any of the information therein, including without limitation any Projections (or any assumptions underlying them, the Company's future operations or the amount of any future income or loss), is made to you (or any of your Representatives) by any of the Advisors or the Company or any of their respective affiliates or their (or their affiliates') respective Representatives, (iv) none of the Advisors or any of their affiliates or any of their (or their affiliates') respective Representatives has made any independent verification as to the accuracy or completeness of the information in this Presentation, including without limitation any Projections (or any assumptions underlying them, the Company's future operations or the amount of any future income or loss), (v) none of the Advisors or the Company or any of their respective direct or indirect equity holders or affiliates or any of their (or their affiliates') respective Representatives shall have any obligation to update, correct or supplement the Presentation or otherwise provide additional information in connection herewith or any other matter (it being understood that this Presentation speaks only as of the date hereof, and neither the delivery of this Presentation nor any eventual consummation of any Transaction shall, under any circumstances, imply that the information contained herein is correct as of any future date or that there has been no change in the affairs of the Company after the date hereof), and (vi) none of the Advisors or the Company or any of their respective direct or indirect equity holders or affiliates or any of their (or their affiliates') respective Representatives shall have any liability related to your (or any of your Representatives') use of the Presentation.

This Presentation includes transaction adjusted EBITDA and other non-GAAP financial measures. The non-GAAP measures provided herein may not be directly comparable to similar measures used by other companies in the Company's industry, as other companies may define such measures differently. The non-GAAP measures presented herein are not measurements of financial performance under GAAP, and should not be considered as alternatives to, and should only be considered together with, the Company's financial results in accordance with GAAP. The Company does not consider these non-GAAP financial measures to be a substitute for, or superior to, the information provided by GAAP financial results.

This Presentation also contains estimates and information concerning our industry, including market position, market size, and growth rates of the markets in which the Company participates, that are based on industry publications and reports. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates. The Company has not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The industry in which the Company operates is subject to a high degree of uncertainty and risk due to variety of factors. These and other factors could cause results to differ materially from those expressed in these publications and reports.

This Presentation has been prepared and is being furnished to you solely to assist you in determining whether you wish to proceed with any further evaluation of the Company and any Transaction (and neither you nor your directors, officers, employees, agents and affiliates may use the information contained in this Presentation for any other purpose whatsoever). This Presentation does not purport (and is not intended) to be all-inclusive or to contain all of the information or a discussion of all of the risks that a prospective participant may consider material or desirable in making its investment decision as to whether or not to participate in the Transaction. You should take such steps as you deem necessary to ensure that you have the information you consider material or desirable in making your decision to with respect thereto and should perform your own independent investigation and analysis of the Transactions and the creditworthiness of the Company and its affiliates, including by supplementing the information contained in this Presentation with other evaluation materials. By accepting delivery of this Presentation (and proceeding with the further evaluation of the Company and any Transaction), you represent that you are sophisticated and capable of evaluating investment risks independently (both in general and with regard to particular transactions and investment strategies involving a security, loan or other financial instrument, as well as with regard to the economic risks and merits of any Transaction) and of assessing the suitability of such investments for your purposes, and that you are experienced in investing in and extending credit to entities similar to the Company. The information and data contained herein are not a substitute for your independent evaluation and analysis and should not be considered as a recommendation by any of the Advisors, the Company or any of their respective affiliates (or any of their or their affiliates' respective Representatives) that you enter into any Transaction.

This Presentation and the information contained herein do not constitute an offer to sell or the solicitation of an offer to buy any security, commodity or instrument or related derivative, nor do they constitute an offer or commitment to lend, syndicate or arrange a financing, underwrite or purchase or act as an agent or advisor or in any other capacity with respect to any Transaction, or commit capital, or to participate in any trading strategies, and do not constitute legal, regulatory, accounting or tax advice to the recipient. We recommend that the recipient seek independent third party legal, regulatory, accounting and tax advice regarding the contents of this document. This Presentation does not constitute and should not be considered as a prospectus, a public offering or an offering memorandum (as defined under applicable securities legislation), or as any form of financial opinion or recommendation, or by the Company or any of the Advisors or any of their respective affiliates or Representatives. This Presentation is not a research report and was not prepared by a research department of the Company or any of the Advisors or any of their respective affiliates or Representatives. By accepting delivery of this Presentation (and proceeding with the further evaluation of the Company and any Transaction), you will be deemed to acknowledge and agree (i) that none of the Advisors or any of their respective affiliates or their (or their affiliates') respective Representatives is acting as a legal or financial advisor or in any other advisory capacity for your benefit with respect to any potential Transaction or otherwise owes you or any of your affiliates, or any of your or your affiliates' respective Representatives, any duty of loyalty or care (whether in contract, in tort or otherwise) with respect to this Presentation or any potential Transaction (and each Advisor, on behalf of itself and its affiliates, expressly disclaims any such advisory, fiduciary or similar relationship or other duty), and (ii) that each of your representations, warranties, acknowledgements, covenants or other agreements herein will be deemed to have been made by you, on your behalf and on behalf of your Representatives, for the benefit of the Company and the Advisors and their respective affiliates and Representatives, enforceable against you and your Representatives by each of the foregoing persons or entities as if made directly to each of them.

Cyxtera Technologies

13 Week Cash Flow

US Consolidated Cash Flow (1020, 1040, 3000, 4000) (in USD)

CONFIDENTIAL | SUBJECT TO CHANGE AND REVISION | FOR DISCUSSION PURPOSES ONLY | SUBJECT TO FRE 408

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST
\$ 000	24-Apr	1-May	8-May	15-May	22-May	29-May	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul
	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul
Total Receipts	10,042	11,764	10,998	13,501	10,441	11,129	17,235	13,877	13,363	13,682	16,669	12,463	12,317
Payroll & Commissions	(549)	(3,369)	(85)	(4,601)	(85)	(3,369)	(85)	(4,601)	(85)	(3,369)	(589)	(4,601)	(85)
CAPEX	(583)	(7,570)	(5,336)	(1,310)	(1,449)	(1,450)	(3,788)	(1,712)	(1,712)	(1,712)	(1,396)	(1,396)	(1,396)
Other Operating Disbursements	(5,258)	(15,286)	(14,840)	(6,294)	(3,446)	(11,866)	(7,425)	(12,780)	(3,864)	(8,956)	(11,475)	(10,751)	(4,175)
Total Operating Disbursements	(6,389)	(26,225)	(20,261)	(12,205)	(4,980)	(16,685)	(11,299)	(19,093)	(5,661)	(14,037)	(13,460)	(16,748)	(5,656)
OPERATING CASH FLOW	3,652	(14,461)	(9,262)	1,295	5,461	(5,556)	5,936	(5,217)	7,702	(356)	3,209	(4,286)	6,661
Restructuring Professional Fees	(4,447)	(3,165)	(1,950)	-	(1,825)	-	-	-	-	(2,372)	-	-	-
Retention Program	(8,420)	-	-	-	-	-	-	-	-	-	-	-	-
D&O Tail	(5,300)	-	-	-	-	-	-	-	-	-	-	-	-
KERP	-	-	-	-	-	-	-	-	-	(3,000)	-	-	-
Foreign Funding Requirement	-	-	-	-	-	(5,000)	-	-	-	-	-	-	-
Utility Deposit	-	-	-	-	-	(5,000)	-	-	-	-	-	-	-
LC Collateralization	-	-	-	-	-	(5,000)	-	-	-	-	-	-	-
Additional Utility Deposit	-	-	-	-	-	-	-	-	-	-	(2,000)	-	-
Restructuring Disbursements	(18,167)	(3,165)	(1,950)	-	(1,825)	(15,000)	-	-	-	(5,372)	(2,000)	-	-
Net I/C Activity	9,000	2,000	-	-	-	-	-	-	-	-	-	-	-
Other Receipts / Payments	(1,000)	(4,248)	-	(2,078)	-	-	-	-	-	-	-	-	-
Other Disbursements	8,000	(2,248)	-	(2,078)	-	-	-	-	-	-	-	-	-
Debt Service	(782)	(17,179)	(427)	-	(226)	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	(1,202)	-	-	-	(1,502)	-
Bridge Financing Lender Fees	-	(4,750)	-	-	-	-	-	-	-	-	-	-	-
Financing Fees	-	(500)	-	-	-	-	-	-	-	-	-	-	-
Funding	-	36,000	-	-	-	-	-	-	-	-	-	-	-
Financing Disbursements	(782)	13,571	(427)	-	(226)	-	-	(1,202)	-	-	-	(1,502)	-
NET CASH FLOW	(7,296)	(6,302)	(11,639)	(782)	3,410	(20,556)	5,936	(6,418)	7,702	(5,727)	1,209	(5,788)	6,661
Beginning Cash	30,364	23,068	16,765	5,126	4,344	7,754	(12,802)	(6,866)	(13,285)	(5,582)	(11,310)	(10,100)	(15,888)
Change in Cash	(7,296)	(6,302)	(11,639)	(782)	3,410	(20,556)	5,936	(6,418)	7,702	(5,727)	1,209	(5,788)	6,661
ENDING DOMESTIC CASH	23,068	16,765	5,126	4,344	7,754	(12,802)	(6,866)	(13,285)	(5,582)	(11,310)	(10,100)	(15,888)	(9,227)
Loan Proceeds Account	-	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
TOTAL DOMESTIC LIQUIDITY	23,068	30,765	19,126	18,344	21,754	1,198	7,134	715	8,418	2,690	3,900	(1,888)	4,773
Memo:													
Domestic Cash	23,068	16,765	5,126	4,344	7,754	(12,802)	(6,866)	(13,285)	(5,582)	(11,310)	(10,100)	(15,888)	(9,227)
International Cash (1)	17,710	14,408	16,752	17,044	19,251	14,807	17,378	17,253	19,635	17,077	18,171	19,079	19,028
Total Consolidated Cash	40,777	31,173	21,878	21,388	27,005	2,005	10,511	3,968	14,053	5,767	8,071	3,191	9,800


Notes:

(1) Represents aggregate cash across eight international jurisdictions

This is **Exhibit "H"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

CANADIAN FIRST LIEN COLLATERAL AGREEMENT

dated as of

May 12, 2023,

by and among

CYXTERA COMMUNICATIONS CANADA, ULC,

CYXTERA CANADA TRS, ULC,

THE OTHER GRANTORS FROM TIME TO TIME PARTY HERETO

and

CITIBANK, N.A.,
as Collateral Agent

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SCHEDULES

Schedule I	–	Grantors; Jurisdiction of Formation; Chief Executive Office, Registered Office and Jurisdiction
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Schedule III	–	Intellectual Property
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EXHIBITS

Exhibit A	–	Form of Supplement
Exhibit B	–	Form of Canadian Patent and Design Security Agreement
Exhibit C	–	Form of Canadian Trademark Security Agreement
Exhibit D	–	Form of Canadian Copyright Security Agreement

CANADIAN FIRST LIEN COLLATERAL AGREEMENT, dated as of May 12, 2023 (this “Agreement”), by and among each entity identified as a “Grantor” on the signature pages hereof, the various other grantors from time to time party hereto (collectively, the “Grantors”) and CITIBANK, N.A., as collateral agent under the Credit Agreement referred to below (in such capacity and together with successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and Collateral Agent and the various other parties thereto, and (b) that certain First Lien Guarantee Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower and the Issuing Banks have agreed to issue Letters of Credit subject in each case to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The obligations of the Lenders to extend such credit and the Issuing Banks to issue such Letters of Credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Issuing Banks to issue such Letters of Credit. Accordingly, the parties hereto agree as follows:

ARTICLE I Definitions

SECTION 1.01. Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; *provided* that each term defined in the PPSA or STA (each as defined herein) and not defined in this Agreement shall have the meaning specified in the PPSA or STA, as applicable.

(b) The rules of construction specified in Section 1.03 and 1.04 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Account Debtor” means any Person that is or may become obligated to any Grantor under, with respect to or on account of an Account.

“Administrative Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Agreement Currency” has the meaning assigned to such term in Section 5.20.

“Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Collateral” means PPSA Collateral and Pledged Collateral.

“Copyright License” means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Copyright Security Agreement” means any Canadian Copyright Security Agreement substantially in the form of Exhibit D.

“Copyrights” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of Canada, the United States or any other jurisdiction or territory, whether as author, assignee, transferee or otherwise; (b) all registrations and applications for registration of any such copyright in Canada, the United States or any other jurisdiction or territory, including registrations, recordings, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office, the United States Copyright Office (or any similar office in any other jurisdiction or territory), including, in the case of any Grantor, registrations, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office or the United States Copyright Office set forth next to its name on Schedule III; (c) all renewals of any of the foregoing; and (d) all rights to sue for past, present and future infringements of any of the foregoing.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Deposit Account” means any demand, time, savings, chequing, passbook, deposit, collection, lock-box, or other similar account maintained with any financial institution but excludes investment property and any account evidenced by an instrument.

“Designs” means any and all designs and design applications, including (A) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (C) the right to sue for past, present, and future infringements thereof, and (D) all of each Grantor’s rights corresponding thereto throughout the world.

“Design License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Design, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

“Excluded Equity Interests” has the meaning assigned to such term in Section 2.01.

“Grantors” has the meaning assigned to such term in the preamble to this Agreement.

“Guarantee Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Intellectual Property” means, with respect to any Person, all intellectual property and similar property of every kind and nature now owned or hereafter acquired by such Person, whether registered or unregistered, including inventions, Designs, Patents, Trademarks, Copyrights, Licenses, trade secrets, domain names, and any intellectual property rights in confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases.

“IP Security Agreement” means any Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement.

“Judgment Currency” has the meaning assigned to such term in Section 5.20.

“License” means any Design License, Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Person is a party, including those exclusive Copyright Licenses under which any Grantor is a licensee listed on Schedule III, together with any and all renewals, extensions, supplements and continuations thereof.

“Pari Passu Representative” means any Senior Representative that is party to a First Lien Intercreditor Agreement.

“Patent License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

“Patent Security Agreement” means any Canadian Patent and Design Security Agreement substantially in the form of Exhibit B.

“Patents” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of Canada, the United States or the equivalent thereof in any jurisdiction or territory, all registrations and recordings thereof, and all applications for letters patent of Canada and the United States or the equivalent thereof in any other jurisdiction or territory, including

registrations, recordings and pending applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in any other jurisdiction or territory, including, in the case of any Grantor, those filed in connection therewith in the Canadian Intellectual Property Office and the United States Patent and Trademark Office listed on Schedule III; (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and (c) all rights to sue for past, present and future infringements of any of the foregoing.

“Perfection Certificate” means the Perfection Certificate dated the Effective Date delivered to the Collateral Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Pledged Collateral” has the meaning assigned to such term in Section 2.01.

“Pledged Debt Securities” has the meaning assigned to such term in Section 2.01.

“Pledged Equity Interests” has the meaning assigned to such term in Section 2.01.

“Pledged Securities” means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“Pledged ULC Shares” has the meaning assigned to such term in Section 2.08.

“PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, that, if attachment, perfection, the effect of perfection or non-perfection or the priority of Collateral Agent’s Lien on any Collateral are governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, “PPSA” means those personal property security laws in such other jurisdiction in Canada (including the Civil Code of Quebec) for the purposes of the provisions hereof relating to such attachment, perfection, the effect of perfection or non-perfection or such priority and for the definitions relating to such provisions.

“PPSA Collateral” has the meaning assigned to such term in Section 3.01.

“Security Interest” has the meaning assigned to such term in Section 3.01(a).

“STA” means the *Securities Transfer Act* (Ontario) and comparable securities transfer legislation in effect in any other jurisdiction, as such legislation may be amended, consolidated or replaced from time to time.

“Supplement” means an instrument in the form of Exhibit A, or any other form approved by the Collateral Agent, and in each case reasonably satisfactory to the Collateral Agent.

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Trademark Security Agreement” means any Canadian Trademark Security Agreement in the form of Exhibit C.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos, other source or business identifiers, designs and intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canada Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction or province or territory or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks or service marks used by a Person, and including, in the case of any Grantor, any registrations and applications filed in connection therewith in the Canadian Intellectual Property Office and the United States Patent and Trademark Office set forth next to its name on Schedule III; (b) all goodwill associated therewith or symbolized by the foregoing; (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and (d) all rights to sue for past, present and future infringements of any of the foregoing.

“ULC” means any unlimited company, unlimited liability company or unlimited liability corporation or any similar entity existing under the laws of any province or territory of Canada and any successor to any such entity.

“ULC Shares” means the shares and other equity interests which are shares or other equity interests in the capital stock of a ULC and, where context permits, includes Proceeds of Collateral which are shares or other equity interests in the capital stock of a ULC.

ARTICLE II Pledge of Securities

SECTION 2.01. Pledge. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and hereby grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties a security interest in the Pledged Collateral. “Pledged Collateral” shall mean the collective reference to the following: all of such Grantor’s right, title and interest in, to and under (a)(i) the shares of capital stock and other Equity Interests owned by such

Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any other Equity Interests obtained in the future by such Grantor and (iii) the certificates (if any) representing all such Equity Interests (collectively, the “Pledged Equity Interests”); *provided* that the Pledged Equity Interests shall not include any Excluded Assets (the Equity Interests excluded pursuant to this proviso being referred to as the “Excluded Equity Interests”); (b)(i) the debt securities owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to or otherwise acquired by such Grantor and (iii) the promissory notes and any other instruments evidencing all such debt securities (collectively, the “Pledged Debt Securities”); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 2.01 and Section 2.02; (d) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing.

SECTION 2.02. Delivery of the Pledged Collateral.

(a) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities (other than any Uncertificated Securities, but only for so long as such securities remain uncertificated) (i) as promptly as practicable, and in any event within 5 days after the date hereof (or such later date as the Collateral Agent may reasonably agree), in the case of any such Pledged Securities owned by such Grantor on the date hereof, and (ii) promptly (and in any event within 60 days or such later date as the Collateral Agent reasonably agrees) after the acquisition thereof, in the case of any such Pledged Securities acquired by such Grantor after the date hereof.

(b) As promptly as practicable, and in any event within 30 days after the Effective Date, each Grantor will cause any Indebtedness for borrowed money (including in respect of cash management arrangements) owed to such Grantor by Holdings, the Borrower, any Subsidiary or any Intermediate Parent in a principal amount in excess of \$10,000,000 to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any certificate or promissory note representing Pledged Securities shall be accompanied by undated stock powers or allonges, as applicable, duly executed in blank or other undated instruments of transfer duly executed in blank and reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated proper instruments of assignment duly executed in blank by the applicable Grantor and such other instruments and documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing such Pledged Securities, which schedule shall be deemed attached to, and shall supplement, Schedule II and be made a part hereof; *provided* that failure to provide any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities.

(d) Any equity interest in any limited liability company or limited partnership controlled by any Grantor and required to be pledged and/or otherwise secured under Section 2.01 shall either (i) be represented by a certificate, shall be a “security” within the meaning of the STA, and shall be delivered to the Collateral Agent or (ii) not have elected to be treated as a “security” within the meaning of the STA and shall not be represented by a certificate. To the extent an interest in any limited liability company or limited partnership controlled by any Grantor and pledged and/or otherwise secured under Section 2.01 is certificated or becomes certificated, (i) each such certificate shall be delivered to the Collateral Agent, pursuant to Section 2.02(a) and (ii) such Grantor shall fulfill all other requirements under Section 2.02 applicable in respect thereof.

(e) With respect to (i) (A) any Pledged Equity Interests constituting an Uncertificated Security or (B) any Pledged Collateral held by a clearing corporation, securities intermediary or other financial intermediary of any kind, in each case, at the Collateral Agent’s reasonable request, the relevant Grantor shall execute and deliver and use commercially reasonable efforts to cause, in the case of the foregoing clause (A), any issuer thereof, or, in the case of the foregoing clause (B), the applicable intermediary to execute and deliver an agreement among such Grantor, the Collateral Agent and such issuer or intermediary in form and substance reasonably satisfactory to the Collateral Agent which provides, among other things, for the issuer’s or intermediary’s agreement that it will comply with instructions or entitlement orders, as applicable, and apply any value distributed on account of any such Pledged Equity Interest or Pledged Collateral, as directed by the Collateral Agent without further consent by such Grantor and (ii) any partnership interest or limited liability company interest of any Grantor (other than a partnership interest or limited liability company interest held by a Clearing Corporation, Securities Intermediary or other financial intermediary of any kind) constituting Pledged Collateral not represented by a certificate and/or which is not a Security for purposes of the STA, such Grantor shall not permit any issuer of such partnership interests or limited liability company interests to (A) enter into any agreement with any Person, other than the Collateral Agent or any Pari Passu Representative, whereby such issuer effectively delivers “control” of such partnership interests or limited liability company interests (as applicable) under the STA to such Person (*provided* that any control agreement that, contingent upon payment in full in cash of all Secured Obligations, delivers “control” to any other Senior Representative shall be permitted), or (B) allow such partnership interests or limited liability company interests (as applicable) to become Securities unless such Grantor complies with the procedures set forth herein.

SECTION 2.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II (as supplemented from time to time) sets forth a true and complete list, with respect to each Grantor, of (i) all the Equity Interests owned by such Grantor in any Person and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by such Grantor and (ii) all the Pledged Debt Securities owned by such Grantor;

(b) the Pledged Equity Interests and the Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Equity Interests, are fully paid and non-assessable (except in the case of the Pledged ULC Shares) and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally; *provided* that the foregoing representations, insofar as they relate to the Pledged Debt Securities issued by a Person other than Holdings, the Borrower, any Subsidiary or any Intermediate Parent, are made to the knowledge of the Grantors;

(c) except for the security interests granted hereunder and under any other Loan Documents, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, (iii) will make no further assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Loan Documents and Liens permitted pursuant to Section 6.02 of the Credit Agreement), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Equity Interests and, to the extent issued by Holdings, the Borrower, any Subsidiary or any Intermediate Parent, the Pledged Debt Securities are and will continue to be freely transferable and assignable, and none of the Pledged Equity Interests and, to the extent issued by Holdings, the Borrower, any Subsidiary or any Intermediate Parent, the Pledged Debt Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated; and

(f) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in the State of New York in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities, free of any adverse claims, under the PPSA to the extent such lien and security interest may be created and perfected under the PPSA, as security for the payment and performance of the Secured Obligations and such lien is and shall be prior to any other lien on the Pledged Securities, other than liens permitted by Section 6.02 of the Credit Agreement.

SECTION 2.04. [Reserved].

SECTION 2.05. Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified the Grantors of its intent to exercise such rights, the Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favour of the Collateral Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified the Grantors of its intent to exercise such rights, the Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

SECTION 2.06. Voting Rights; Dividends and Interest.

(a) Unless and until an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified the Grantors that their rights under this Section 2.06 are being suspended:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided* that such rights and powers shall not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of the Collateral Agent or the other Secured Parties under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same;

(ii) the Collateral Agent shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section;

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided* that any non-cash dividends, interest, principal or other distributions that would constitute

Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, amalgamation, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties and, to the extent constituting certificates evidencing Equity Interests or promissory notes or instruments evidencing debt securities (except for such as would constitute Excluded Assets), shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Collateral Agent).

(b) Upon the occurrence and during the continuance of an Event of Default and, to the extent applicable, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.06, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Collateral Agent). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, the Collateral Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default and, to the extent applicable, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, all rights vested in

the Collateral Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

SECTION 2.07. Certain Agreements of Grantors As Issuers and Holders of Capital Stock.

(a) In the case of each Grantor which is an issuer of Pledged Collateral, such Grantor agrees to be bound by the terms of this Agreement relating to the Pledged Collateral issued by it and will comply with such terms insofar as such terms are applicable to it and will comply with instructions or entitlement orders with respect to such Pledged Collateral which are Uncertificated Securities as directed by the Collateral Agent without further consent by such Grantor.

(b) In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor hereby consents to the extent required by the applicable Organizational Document to the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Collateral in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default (after notice if applicable), to the transfer of such Pledged Collateral to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, shareholder or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as the case may be.

SECTION 2.08. ULC Shares. Notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any of the other Loan Documents or any other document or agreement among all or some of the parties hereto, each Grantor is, as of the date of this Agreement, the sole registered and beneficial owner of all ULC Shares, if any, which form part of the Pledged Collateral (the "Pledged ULC Shares"), and will remain so until such time as such Pledged ULC Shares are fully and effectively transferred into the name of the Collateral Agent, any Secured Party, or any other Person on the books and records of such ULC. Nothing in this Agreement, the Loan Documents or any other document or agreement delivered among all or some of the parties hereto is intended or shall constitute the Collateral Agent, any Secured Party or any Person other than a Grantor to be a member or shareholder of any ULC until such time as written notice is given to the applicable Grantor and all further steps are taken so as to register the Collateral Agent, such Secured Party, or other Person as holder of all Pledged ULC Shares. The pledge of the Pledged Collateral pursuant to this Article II does not make the Collateral Agent or any Secured Party a successor to any Grantor as a member or shareholder of any ULC, and

neither the Collateral Agent, the Secured Parties, nor any of their respective successors and assigns hereunder shall be deemed to become a member or shareholder of any ULC by accepting this Agreement or exercising any right granted herein unless and until such time, if any, when the Collateral Agent, the Secured Parties, or any successor or assign expressly becomes a registered member or shareholder of any ULC. Each Grantor shall be entitled to receive and retain for its own account any dividends or other distributions, if any, in respect of the Pledged ULC Shares, and shall have the right to vote such Pledged ULC Shares and to control the direction, management and policies of the ULC issuing such Pledged ULC Shares to the same extent as such Grantor would if such Pledged ULC Shares were not pledged to the Collateral Agent until Collateral Agent has notified the applicable Grantor of Collateral Agent's election to exercise such rights with respect to the Pledged ULC Shares pursuant to this Agreement. To the extent any provision hereof would have the effect of constituting the Collateral Agent or any Secured Party to be a member or shareholder of the ULC prior to such time, such provision shall be severed herefrom and be ineffective with respect to the relevant Pledged ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Pledged Collateral other than Pledged ULC Shares. Notwithstanding anything herein to the contrary (except to the extent, if any, that the Collateral Agent, any Secured Party or any of their respective successors or assigns hereafter expressly becomes a registered member or shareholder of any ULC), neither the Collateral Agent, the Secured Parties, nor any of their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. Except upon the exercise by the Collateral Agent or other Persons, of rights to sell or otherwise dispose of Pledged ULC Shares or other remedies following the occurrence and during the continuance of an Event of Default, each Grantor shall not cause or permit, or enable any ULC in which it holds Pledged ULC Shares to cause or permit, the Collateral Agent or any Secured Party to: (a) be registered as a member or shareholder of such ULC, (b) have any notation entered in its favour in the share register of such ULC, (c) be held out as a member or shareholder of such ULC, (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Collateral Agent or a Secured Party holding a security interest in the Pledged ULC Shares, or (e) act as a member or shareholder of such ULC, or exercise any rights of a member or shareholder of such ULC, including the right to attend a meeting of such ULC or vote the shares of such ULC.

ARTICLE III Security Interests in Personal Property

SECTION 3.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby mortgages and charges to, and grants in favour of the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of its present and after acquired personal property, including, any and all of the following assets now owned or at any time hereafter owned or

acquired, by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title or interest (collectively, the “PPSA Collateral”):

- (I) all Accounts;
- (II) all Chattel Paper;
- (III) all cash, Deposit Accounts, Securities Accounts and commodity accounts;
- (IV) all Documents of Title;
- (V) [Reserved];
- (VI) all Equipment;
- (VII) all Intangibles, including all Intellectual Property;
- (VIII) all Instruments;
- (IX) all Inventory;
- (X) all other Goods (other than “consumer goods” as that term is defined in the PPSA);
- (XI) all Investment Property;
- (XII) all letter-of-credit rights;
- (XIII) [Reserved];
- (XIV) all other property not otherwise described above (except for Excluded Assets, any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);
- (XV) all books and records pertaining to the PPSA Collateral; and
- (XVI) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; *provided* that in no event shall the Security Interest attach to (A) any Excluded Assets and (B) the Excluded Equity Interests (it being understood that, to the extent the Security Interest shall not have attached to any such asset as a result of clauses (A) and (B) above, the term “PPSA Collateral” shall not include any such asset).

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements and financing change statements with respect to the PPSA Collateral or any part thereof (and continuation statement in respect thereof) and amendments thereto that (i) describe the collateral covered thereby in any manner that the Collateral Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the PPSA Collateral granted under this Agreement, including indicating the Collateral as “all assets”, “all personal property” of such Grantor or words of similar effect or the appropriate checked boxes, and (ii) contain the information required by the PPSA or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto with respect to the PPSA Collateral or any part thereof naming any Grantor as debtor or the Grantors as debtors and the Collateral Agent as secured party, if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the Canadian Intellectual Property Office, United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest in PPSA Collateral consisting of Patents, Trademarks or Copyrights granted by each Grantor and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party. No Grantor shall be required to complete any filings or other action with respect to the perfection of the Security Interests created hereby in any Intellectual Property subsisting in any jurisdiction outside of Canada and the United States.

(c) The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(d) Each Grantor acknowledges that (i) value has been given, (ii) it has rights in its assets constituting the PPSA Collateral, (iii) it has not agreed to postpone the time for attachment of the security interest granted hereunder, and (iv) it has received a copy of this Agreement. The security interest of the Collateral Agent in the PPSA Collateral is intended to attach, as to all of the Collateral, and with respect to any particular item of the PPSA Collateral, upon the execution by such Grantor of this Agreement and such Grantor obtaining rights in such item of the PPSA Collateral or the power to transfer rights in such item of the PPSA Collateral to the Collateral Agent. Each Grantor acknowledges that this Agreement constitutes a security agreement as that term is defined in the PPSA. Each Grantor hereby waives the requirement to be provided with a copy of any verification statement issued in respect of a financing or financing change statement filed under the PPSA in connection with this Agreement to perfect the security interest created herein.

(e) The pledge and grant of security interest will not (i) extend or apply to the last day of the term of any lease or any agreement to lease now held or hereafter acquired by a Grantor, but should the Collateral Agent enforce this pledge and grant, the Grantor will thereafter stand possessed of such last day and must hold it in trust to assign it to the Collateral Agent or to any Person acquiring such term in the course of the enforcement of this assignment and mortgage and charge, (ii) extend or apply to any Consumer Goods, or (iii) render the Collateral Agent liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Grantor is a party or by which it is bound. Notwithstanding anything to the contrary in this agreement, the Grantors' grant of security in Trademarks (as defined in the Trademarks Act (Canada)) under this Agreement shall be limited to a grant by the Grantors of a security interest in all of the Grantors' right, title and interest in such Trademarks.

SECTION 3.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good and valid rights in and title to the PPSA Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Collateral Agent, for the benefit of the Secured Parties, the Security Interest in such PPSA Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name (any French form of name or combined English/French form of name, as applicable), form of organization and jurisdiction of organization of each Grantor, location of the chief executive office, the registered office and jurisdictions in which it carries on business or has Inventory or other tangible personal property is correct and complete in all material respects as of the Effective Date (except that the information therein with respect to the exact legal name of each Grantor shall be true and correct in all respects). The PPSA financing statements or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified on Schedule IV.B. hereto (or specified by notice from the Borrower to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03, 5.11 or 5.12 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in PPSA Collateral consisting of Canadian Designs and Canada and United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral in which the

Security Interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral consisting of registered or applied for Designs, Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof). The Grantors represent and warrant that a fully executed Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, in each case containing a description of the PPSA Collateral consisting of Canadian Designs and Canadian or United States registered Patents, Canadian and United States registered Trademarks and Canadian and United States registered Copyrights (and applications for any of the foregoing), as applicable, and executed by each Grantor owning any such PPSA Collateral, have been delivered to the Collateral Agent for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral consisting of Designs, Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral consisting of registered or applied for Designs, Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the PPSA Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in paragraph (b) of this Section 3.02, a perfected security interest in all PPSA Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document under the PPSA and (iii) subject to the filings described in paragraph (b) of this Section 3.02, a security interest that shall be perfected in all PPSA Collateral in which a security interest may be perfected upon the receipt and recording of a Patent Security Agreement, a Trademark Security Agreement and a Copyright Security Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period after the date hereof pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period after the date hereof pursuant to 17 U.S.C. § 205.

(d) The Security Interest is and shall be prior to any other Lien on any of the PPSA Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement. The PPSA Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the PPSA or any other applicable laws covering any PPSA Collateral, (ii) any assignment in which any Grantor assigns any PPSA Collateral or

any security agreement or similar instrument covering any PPSA Collateral with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, the United States Copyright Office or (iii) any assignment in which any Grantor assigns any PPSA Collateral or any security agreement or similar instrument covering any PPSA Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(e) As of the date hereof, Schedule III sets forth a true and accurate list of (i) all Canadian Designs, Canadian and United States registrations of and applications for Patents, Trademarks, and Copyrights owned by any Grantor that are registered or applied-for in the Canadian Intellectual Property Office, the United States Patent and Trademark office or the United States Copyright Office and (ii) all Copyright Licenses pursuant to which any Grantor is granted an exclusive license to one or more registered Canadian and United States Copyrights that are specifically identified in such Copyright License.

(f) As of the date hereof, Schedule IV.C. sets forth a true and accurate list of all Material Real Property.

SECTION 3.03. Covenants.

(a) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the PPSA Collateral against all Persons, except with respect to PPSA Collateral that such Grantor determines in its reasonable business judgment is no longer necessary or beneficial to the conduct of such Grantor's business, and to defend the Security Interest of the Collateral Agent in the PPSA Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement, subject to Section 6.05 of the Credit Agreement and the rights of such Grantor under Section 9.15 of the Credit Agreement and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents.

(b) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents (including such filings with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable) in connection herewith or therewith. If any amount payable under or in connection with any of the PPSA Collateral shall be or become evidenced by any promissory note (which may be a global note) or other instrument (other than any promissory note or other instrument in an aggregate principal amount of less than \$10,000,000 owed to the applicable Grantor by any Person), such note or instrument shall be promptly (but in any event within 60 days of receipt by such Grantor or such longer period as the Collateral Agent may agree in its reasonable

discretion) pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, together with an undated instrument of transfer duly executed in blank and in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt written notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to identify specifically any asset or item that may constitute an application or registration for any Design, Patent, Trademark or Copyright; *provided* that any Grantor shall have the right, exercisable within 10 days (or such longer period as shall be agreed by the Borrower and the Collateral Agent) after it has been notified in writing by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy (i) with respect to such supplement or additional schedule or (ii) of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that, at the reasonable request of the Collateral Agent, it will use commercially reasonable efforts to take such action as shall be reasonably necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 10 days (or such longer period as shall be agreed by the Borrower and the Collateral Agent) after the date it has been notified in writing by the Collateral Agent of the specific identification of such Collateral.

In the event that any such Grantor, whether by acquisition, assignment, filing or otherwise, acquires any right in Intellectual Property (including, without limitation, continuation-in-part patent applications) after the date hereof (collectively, the “After-Acquired Intellectual Property”), such After-Acquired Intellectual Property shall automatically be included as part of the Collateral and shall be subject to the terms and conditions of this Agreement. Within the time period specified in Section 5.03(b) of the Credit Agreement, such Grantor shall (i) provide the Collateral Agent an updated Schedule III identifying the After-Acquired Intellectual Property issued by, registered with or filed in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, as applicable, acquired during such fiscal year; and (ii) promptly execute and file with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, as applicable, a Patent Security Agreement, Trademark Security Agreement or Copyright Security Agreement, as applicable (or a supplement to an existing Patent Security Agreement, Trademark Security agreement or Copyright Security Agreement, as applicable), to record the grant of the security interest hereunder in such After-Acquired Intellectual Property. As soon as practicable upon each such filing and recording, such Grantor shall deliver to the Collateral Agent true and correct copies of the relevant documents, instruments and receipts evidencing such filing and recording.

(c) If an Event of Default shall have occurred and is continuing and the Collateral Agent shall have notified the Grantors of its intent to exercise such rights, at its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the PPSA Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the PPSA Collateral to the extent any Grantor fails to do so as required by the Credit Agreement, this Agreement or any other Loan Document and within a reasonable period of time after the Collateral Agent has requested in writing that it do so, and

each Grantor jointly and severally agrees to reimburse the Collateral Agent, within 10 days after demand, for any reasonable payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(d) Each Grantor shall remain liable, as between such Grantor and the relevant counterparty under each contract, agreement or instrument relating to the PPSA Collateral, to observe and perform all the conditions and obligations to be observed and performed by it under such contract, agreement or instrument, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

(e) It is understood that no Grantor shall be required by this Agreement to perfect the security interests created hereunder by any means other than (i) filings pursuant to the PPSA, (ii) filings with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or United States Copyright Office (or any successor office) in respect of registered Intellectual Property (*provided* that, with respect to Licenses, such filings shall be limited to exclusive Copyright Licenses under which such Grantor is a licensee) and (iii) in the case of Collateral that constitutes Tangible Chattel Paper, Pledged Securities, Instruments, Certificated Securities or Negotiable Documents, delivery thereof to the Collateral Agent in accordance with the terms hereof (together with, where applicable, undated stock powers, allonges or other undated proper instruments of assignment) and in the case of Collateral that constitutes Pledged Equity Interests that are not represented by a certificate, the actions provided in Article II hereof. No Grantor shall be required to deliver control agreements with respect to Deposit Accounts and other bank or securities accounts.

(f) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the occurrence and during the continuance of an Event of Default and after notice to the Borrower of its intent to exercise such rights, of making, settling and adjusting claims in respect of PPSA Collateral under policies of insurance, endorsing the name of such Grantor on any cheque, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required under the Credit Agreement or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable out-of-pocket attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within

10 days of demand, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

SECTION 3.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following PPSA Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments constituting Collateral (other than Instruments with a face amount of less than \$10,000,000 and other than cheques to be deposited in the ordinary course of business), such Grantor shall promptly (but in any event within 60 days of receipt by such Grantor or such longer period as the Collateral Agent may agree in its reasonable discretion) endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Investment Property. Except to the extent otherwise provided in Article II (and except for such as would constitute Excluded Assets), if any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request. In the case of Collateral that constitutes Pledged Equity Interests that are not represented by a certificate, each Grantor shall forthwith take all actions with respect to such Pledged Equity Interests as provided by Article II hereof.

(c) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit with an aggregate face amount in excess of \$10,000,000 now or hereafter issued in favour of such Grantor that is not a Supporting Obligation with respect to any of the Collateral, such Grantor shall promptly notify the Collateral Agent thereof and, at the written request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) use commercially reasonable efforts to arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under such letter of credit or (ii) use commercially reasonable efforts to arrange for the Collateral Agent to become the transferee beneficiary of such letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under such letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred and is continuing.

(d) [Reserved].

SECTION 3.05. Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) Except to the extent failure to so act could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject to Section 6.05 of the Credit Agreement, with respect to registration or pending

application of each item of its Intellectual Property for which such Grantor has standing to do so, each Grantor agrees to take, at its own expense, all necessary steps to (i) maintain the validity and enforceability of any registered Intellectual Property (or applications therefor) and to maintain such registrations and applications of Intellectual Property in full force and effect and (ii) pursue the registration and maintenance of each Design, Patent, Trademark or Copyright registration or application, now or hereafter included in the Intellectual Property of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject to section 6.05 of the Credit Agreement, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, become publicly known or lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject to section 6.05 of the Credit Agreement, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property, including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property after the Effective Date (excluding any Excluded Assets), (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become Intellectual Property subject to the terms and conditions of this Agreement.

(e) Nothing in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue or otherwise allowing to lapse, terminate or put into the public domain any of its Intellectual Property to the extent permitted by the Credit Agreement or if such Grantor otherwise determines in its reasonable business judgment that such Intellectual Property is no longer material or useful in the conduct of its business.

ARTICLE IV

Remedies

SECTION 4.01. Remedies upon Default. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified the Grantors in writing of its intent to exercise such rights, each Grantor agrees to deliver, on demand, each item of Collateral to the Collateral Agent or any Person designated by the Collateral Agent, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any PPSA Collateral consisting of Intellectual Property, on demand, to require each Grantor, at its own expense, to assign the entire right, title and interest of such Grantor in, to, and under any or all such Intellectual Property to the Collateral Agent, for the benefit of the Secured Parties, or to license or sublicense, whether on an exclusive or non-exclusive basis, any such Intellectual Property throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal process and with or without demand for performance but with notice (which need not be prior notice), to take possession of the PPSA Collateral and the Pledged Collateral and without liability for trespass to enter any premises where the PPSA Collateral or the Pledged Collateral may be located for the purpose of taking possession of or removing the PPSA Collateral and the Pledged Collateral and, generally, to exercise any and all rights afforded to a secured party under the PPSA or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any)

of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in the PPSA or its equivalent in other jurisdictions.

Without in any way limiting the foregoing, the Collateral Agent shall have the right, if it so elects, to seek the appointment of a receiver, interim receiver, receiver-manager, or a receiver and manager or keeper (each a "Receiver") to take possession of the PPSA Collateral and to enforce any of the Collateral Agent's remedies, or may institute proceedings in any court of competent jurisdiction for the appointment of such Receiver and each Grantor hereby consents to such rights and such appointment and hereby waives any objection each Grantor may have thereto or the right to have a bond or other security posted by the Collateral Agent. Any such Receiver given and shall have the same powers and rights and exclusions and limitations of liability as the Collateral Agent has under this Agreement, at law or in equity. To the extent permitted by applicable law, any Receiver appointed by the Collateral Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Collateral Agent of each Grantor and not of the Collateral Agent. The Collateral Agent may from time to time fix the Receiver's remuneration and the applicable Grantor shall pay the amount of such remuneration to the Collateral Agent. The Collateral Agent may appoint one or more Receivers hereunder

and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Collateral Agent. A court need not appoint, ratify the appointment by the Collateral Agent, or otherwise supervise in any manner the actions, of any Receiver. Upon a Grantor receiving notice from the Collateral Agent of the taking of possession of the PPSA Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of such Grantor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent. The term “ Agent” when used in the remedial sections of this Agreement will include any such receiver, interim receiver, receiver and manager or agent so appointed and the agents, officers and employees of such receiver, interim receiver, receiver and manager or agent. In the absence of Collateral Agent’s gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, the Collateral Agent and the Secured Parties will not be in any way responsible for any misconduct or negligence of any such receiver, interim receiver, receiver and manager or agent.

SECTION 4.02. Application of Proceeds. Subject to any applicable Intercreditor Agreement, the Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment of all other costs and expenses incurred by the Secured Parties (other than the Collateral Agent) and their agents and counsel in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by such Secured Parties hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

THIRD, to the payment of that portion of the Secured Obligations constituting accrued and unpaid interest on the Loans and any fees, premiums and scheduled periodic payments due in respect of Secured Cash Management Obligations or Secured Swap Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause THIRD on the date of any such distribution);

FOURTH, to the payment of that portion of the Secured Obligations constituting unpaid principal of the Loans and any breakage, termination or other payments in respect of Secured Cash Management Obligations or Secured Swap Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause FOURTH on the date of any such distribution);

FIFTH, to the payment in full of all other Secured Obligations that are due and payable to the Collateral Agent and the other Secured Parties on such date (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause FIFTH on the date of any such distribution); and

SIXTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Notwithstanding the foregoing, the proceeds of any collection or sale of Collateral of any Grantor shall not be applied to any Excluded Swap Obligations of such Grantor.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral is insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by the Collateral Agent or any other Secured Party to collect such deficiency.

SECTION 4.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement, each Grantor, solely upon the occurrence and during the continuance of an Event of Default, grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral consisting of Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein and (b) is not prohibited by any Requirements of Law; *provided* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent,

during the continuation of an Event of Default; *provided further*, that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 4.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the applicable securities laws, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the applicable securities laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the applicable securities laws to the extent the Collateral Agent has determined that such a registration is not required by any Requirement of Law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favourable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent and the other Secured Parties shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of Holdings and the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Collateral Agent or any other Secured Party in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the other Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent or any other Secured Party may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified (other than pursuant to supplements expressly contemplated hereby) except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; *provided* that the Collateral Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Collateral Agent set forth in the definition of the term “Collateral and Guarantee Requirement” in the Credit Agreement.

SECTION 5.03. Collateral Agent’s Fees and Expenses; Indemnification.

(a) Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Collateral Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the “Borrower” shall be deemed to be a reference to “each Grantor” and each reference therein to the “Administrative Agent” shall be deemed to be a reference to the “Collateral Agent”.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel and one local counsel in each applicable jurisdiction (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict notifies the Borrower of the existence of such conflict and thereafter retains its own counsel, one additional counsel for such affected Indemnitee) for all Indemnitees (which may include a single special counsel acting in multiple jurisdictions), incurred by or asserted against any Indemnitee by any third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation,

investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties.

(c) To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or the use of the proceeds thereof.

(d) The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable not later than 10 Business Days after written demand therefor; *provided, however*, any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Collateral Agent,

any Lender or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as (a) all the Loan Document Obligations (excluding contingent obligations for which no claim has been made) have been paid in full in cash, (b) all Commitments have terminated or expired and (c) all obligations in respect of Letters of Credit have been satisfied in full in cash or backstopped or cash collateralized on terms satisfactory to the applicable Issuing Bank.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof (or of a Supplement) executed by such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof (or of such Supplement) shall have been executed by the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 5.08. Subordination. Notwithstanding any provision of this Agreement or any other Loan Document to the contrary, all rights of the Grantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of all of the Secured Obligations. No failure on the part of the Borrower or any other Grantor to make any payments required under applicable law or otherwise shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

(a) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Province of Ontario; provided that any suit seeking enforcement against any PPSA Collateral or other property may be brought, at Collateral Agent's option, in the courts of any jurisdiction where such PPSA Collateral or other property may be found; including the state courts and, to the extent permitted by applicable law, Federal Courts located in the County of New York, State of New York. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its respective properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Grantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 5.13. Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Loan Document Obligations (other than contingent obligations not yet due) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement. A Loan Party shall also be released from its obligations under this Agreement at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5.14. Additional Grantors. Pursuant to the Credit Agreement, any Subsidiary or Intermediate Parent may, or may be required to, become a Grantor after the date hereof. Upon execution and delivery by the Collateral Agent and any Subsidiary or Intermediate Parent of a Supplement, such Subsidiary or Intermediate Parent shall become a Grantor hereunder with the same force and effect as if

originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary or Intermediate Parent as a party to this Agreement.

SECTION 5.15. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and written notice by the Collateral Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, cheques, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact (as determined by a court of competent jurisdiction in a final and non-appealable judgement).

SECTION 5.16. Intercreditor Agreement Governs. Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreements, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreements, and (iii) authorizes (or is deemed to authorize) the Collateral Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreements. Notwithstanding any other provision

contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of this Agreement and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall control.

SECTION 5.17. Reinstatement. The obligations of the Grantors under this Agreement shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or other Loan Party in respect of the Secured Obligations is rescinded or must be otherwise restored by any holder of any of the Secured Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

SECTION 5.18. Amalgamation. Each Grantor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Grantor", when used herein, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the security interest granted hereby:

(a) shall extend to Collateral owned by each of the amalgamating corporations and the amalgamated or surviving corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation, and

(b) shall secure all Secured Obligations of each of the amalgamating corporations and the amalgamated or surviving corporation to the Collateral Agent and Secured Parties at the time of amalgamation and all Secured Obligations of the amalgamated corporation to the Collateral Agent and Secured Parties thereafter arising. The security interest shall attach to all Collateral owned by each corporation amalgamating with any Grantor, and by the amalgamated or surviving corporation, at the time of the amalgamation, and shall attach to all Collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

SECTION 5.19. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Grantor in respect of any such sum due from it to the Collateral Agent shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Collateral Agent, of any sum adjudged to be so due in the Judgment Currency, the Collateral Agent, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Collateral Agent from any Grantor in the Agreement Currency, such Grantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the

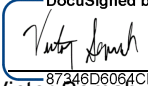
Collateral Agent in such currency, the Collateral Agent, agrees to return the amount of any excess to such Grantor (or to any other Person who may be entitled thereto under applicable law).

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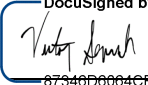
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

CYXTERA COMMUNICATIONS CANADA, ULC

By: 
Name: Victor Semah
Title: Chief Legal Officer

CYXTERA CANADA TRS, ULC

By: 
Name: Victor Semah
Title: Chief Legal Officer

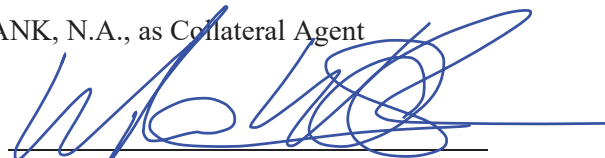
[Signature Page to Canadian First Lien Collateral Agreement]

CITIBANK, N.A., as Collateral Agent

By:

Name: William Washburn

Title: Managing Director

A handwritten signature in blue ink, appearing to read 'W. Washburn', is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

[Signature Page to Canadian First Lien Collateral Agreement]

Schedule I
to Canadian First Lien Collateral Agreement

Name	Form of Organization	Jurisdiction of Formation	Chief Executive Office	Registered Office
Cyxtera Communications Canada, ULC	Unlimited Liability Corporation	Alberta	BAC Colonnade Office Towers 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 USA	Suite 1600 421 – 7th Avenue SW Calgary, AB T2P 4K9
Cyxtera Canada TRS, ULC	Unlimited Liability Corporation	Alberta	BAC Colonnade Office Towers 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 USA	Suite 1600 421 – 7th Avenue SW Calgary, AB T2P 4K9

Schedule I-1

Schedule II
to Canadian First Lien Collateral Agreement

PLEDGED EQUITY INTERESTS

None.

PLEDGED DEBT SECURITIES

None.

Schedule II-1

**Schedule III
to Canadian First Lien Collateral Agreement**

INTELLECTUAL PROPERTY

1. Registered Copyrights and Copyright Applications

None.

2. Patents and Patent Applications

None.

3. Registered Trademarks and Trademark Applications

None.

4. Registered Designs and Design Applications

None.

Schedule III-1

**Schedule IV.A.
to Canadian First Lien Collateral Agreement**

COMMERCIAL TORT CLAIMS

[Reserved].

Schedule IV.A-1

Schedule IV.B.
to Canadian First Lien Collateral Agreement

FILING OFFICES

Grantor	Filing Office
Cyxtera Communications Canada, ULC	Alberta, British Columbia, Ontario, Quebec
Cyxtera Canada TRS, ULC	Alberta

Schedule IV.C.
to Canadian First Lien Collateral Agreement

REAL PROPERTY

None.

Schedule IV-3

Exhibit A
to Canadian First Lien Collateral Agreement

SUPPLEMENT NO. ___, dated as of ___, 20__ (this “Supplement”), to the Collateral Agreement (as defined below), by and [between/among] ___, a [jurisdiction] [type of entity] (the “New Grantor”), and CITIBANK, N.A., as collateral agent under the Collateral Agreement (in such capacity, the “Collateral Agent”).

A. Reference is made to (i) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Colorado Buyer Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto, (ii) that certain Canadian First Lien Guarantee Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (iii) that certain First Lien Collateral Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantors from time to time party thereto and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Guarantee Agreement and the Collateral Agreement, as applicable.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to extend credit to the Borrower. Section 5.14 of the Collateral Agreement provides that any additional Subsidiary or Intermediate Parent may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned New Grantor is executing this Supplement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Collateral Agreement, the New Grantor by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof; provided that each reference therein to the Perfection Certificate shall be deemed to refer to the schedules to this Supplement. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Credit

Agreement other than Excluded Swap Obligations of the New Grantor), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Grantor's right, title and interest in, to and under the Pledged Collateral and the PPSA Collateral. Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include the New Grantor. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the New Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Collateral Agreement and the Credit Agreement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Grantor, its form of organization and jurisdiction of formation, the location of its chief executive office and registered office, and jurisdictions in which it carries on business or has Inventory or other tangible personal property, (b) Schedule II sets forth a true and complete list, with respect to the New Grantor, of (i) all the Equity Interests owned by the New Grantor in any Person and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and (c) Schedule III attached hereto sets forth, as of the date hereof, (i) all of the New Grantor's Patents and Designs constituting PPSA Collateral, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent and Design owned by the New Grantor, (ii) all of the New Grantor's Trademarks constituting PPSA Collateral, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Grantor, and (iii) all of the New Grantor's Copyrights constituting PPSA Collateral, including the name of the registered owner, title and, if

applicable, the registration number of each such Copyright owned by the New Grantor, (iv) Schedule IV.B. attached hereto sets forth, as of the date hereof, each governmental, municipal or other office at which any filing, recording or registration (other than filings required to be made in the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in PPSA Collateral of the New Grantor consisting of Canadian and United States Patents, Trademarks and Copyrights) that is necessary to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral of the New Grantor in which the Security Interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral of the New Grantor consisting of registered or applied for Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof) and (vi) Schedule IV.C. attached hereto includes a list of all Material Real Property of such New Grantor to be encumbered by a Mortgage.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement as in effect immediately prior to the effectiveness of this Supplement shall remain in full force and effect.

SECTION 6. This Supplement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its fees and expenses incurred hereunder and under the Collateral Agreement as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the “Borrower” shall be deemed to be a reference to “the New Grantor” and each reference therein to the “Administrative Agent” shall be deemed to be a reference to the “Collateral Agent”.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[NEW GRANTOR], as New Grantor

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

Schedule I
to Supplement No. __ to
Canadian First Lien Collateral Agreement

Name	Form of Organization	Jurisdiction of Formation	Chief Executive Office and Registered Office	Jurisdictions

Exhibit A, Schedule I-1

Schedule II
to Supplement No. __ to
Canadian First Lien Collateral Agreement

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Date of Note	Maturity Date

Exhibit A, Schedule II-1

Schedule III
to Supplement No. ____ to
Canadian First Lien Collateral Agreement

INTELLECTUAL PROPERTY

Exhibit A, Schedule III-1

Schedule IV.A.
to Supplement No. ____ to
Canadian First Lien Collateral Agreement

[Reserved].

Exhibit A, Schedule IV-1

Schedule IV.B.
to Supplement No. ____ to
Canadian First Lien Collateral Agreement

FILING OFFICES

Exhibit A, Schedule IV-2

Schedule IV.C.
to Supplement No. ____ to
Canadian First Lien Collateral Agreement

REAL PROPERTY

Exhibit A, Schedule IV-3

Exhibit B
to Canadian First Lien Collateral Agreement

CANADIAN PATENT AND DESIGN SECURITY AGREEMENT, dated as of _____, 20__ (this “Agreement”), by and [between/among] _____, a [jurisdiction] [type of entity] (the “Grantor”), and Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Colorado Buyer Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto, (b) that certain First Lien Guarantee Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Patents and Designs now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Patent and Design Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Design Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

B-3

Schedule I
to Canadian Patent and Design Security Agreement

Exhibit B, Schedule I-1

Exhibit C
to Canadian First Lien Collateral Agreement

CANADIAN TRADEMARK SECURITY AGREEMENT, dated as of _____, 20____
(this "Agreement"), by and [between/among] _____, a [jurisdiction] [type of entity]
(the "Grantor"), and Citibank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation ("Holdings"), Colorado Buyer Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto, (b) that certain First Lien Guarantee Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use", "Amendment to Allege Use" or proposed-use applications with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

Schedule I
to Canadian Trademark Security Agreement

Exhibit C, Schedule I-1

Exhibit D
to Canadian First Lien Collateral Agreement

CANADIAN COPYRIGHT SECURITY AGREEMENT, dated as of _____, 20____
(this "Agreement"), by and [between/among] _____, a [jurisdiction] [type of entity]
(the "Grantor"), and Citibank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation ("Holdings"), Colorado Buyer Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Citibank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto, (b) that certain First Lien Guarantee Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Copyrights now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I, and any exclusive Copyright Licenses under which such Grantor is a licensee, including those listed on Schedule II (collectively, the "Copyright Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set

forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

Schedule I
to Canadian Copyright Security Agreement

Exhibit D, Schedule I-1

Schedule II
to Canadian Copyright Security Agreement

Exhibit D, Schedule II-1

**Supplement to
to First Lien Guarantee Agreement**

SUPPLEMENT NO. 1, dated as of May 4, 2023 (this “Supplement”), to that certain Guarantee Agreement (as defined below), by and among the undersigned Subsidiaries (each a “New Guarantor” and together the “New Guarantors”), and CITIBANK, N.A., as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

A. Reference is made to (i) that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended by that certain Amendment No. 1, dated as of April 30, 2018, as further amended by that certain Amendment No. 2, dated as of December 21, 2018, as further amended by that certain Amendment No. 3, dated as of May 13, 2019, as further amended by Amendment No. 4, dated as of May 7, 2021, as further amended by Amendment No. 5, dated as of July 6, 2021, as further amended by Amendment No. 6, dated as of March 14, 2023, and as further as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Cyxtera DC Holdings, Inc. (f/k/a Colorado Buyer Inc.), a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Citibank, N.A., as Administrative Agent and collateral agent thereunder, and the various other parties thereto and (ii) that certain First Lien Guarantee Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto and any Intermediate Parent of the Borrower from time to time party thereto (Holdings, the Borrower, such Subsidiaries and such Intermediate Parents party thereto being collectively referred to as the “Guarantors”) and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee Agreement, as applicable.

C. The Guarantors have entered into the Guarantee Agreement in order to induce the Lenders to extend credit to the Borrower and the Issuing Banks to issue Letters of Credit. Section 5.13 of the Guarantee Agreement provides that any Subsidiary or any Intermediate Parent may, or may be required to, become a Guarantor under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned New Guarantors are executing this Supplement to become a Guarantor under the Guarantee Agreement in order to induce the Lenders to make additional extensions of credit under the Credit Agreement and the Issuing Banks to issue additional Letters of Credit and as consideration for such extensions of credit previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and each New Guarantor agrees as follows:

SECTION 1. In accordance with Section 5.13 of the Guarantee Agreement, each New Guarantor by its signature below becomes a Guarantor under the Guarantee Agreement with the same force and effect as if originally named therein as a Guarantor, and each New Guarantor hereby agrees to all the terms and provisions of the Guarantee Agreement applicable to it as a Guarantor thereunder, and hereby irrevocably and unconditionally guarantees to each of the Guaranteed Parties, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Secured Obligations (other than any Excluded Swap Obligations of the New Guarantors). Each reference to a “Subsidiary Guarantor” or a “Guarantor” in the Guarantee Agreement shall be deemed to include each New Guarantor. The Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by such New Guarantor of this Supplement have been duly authorized by all necessary corporate or other action and, if required, action by the holders of such New Guarantor’s Equity Interests, and that this Supplement has been duly

executed and delivered by such New Guarantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (b) all representations and warranties set forth in the Credit Agreement as to such New Guarantor are true and correct in all material respects; provided that any representation and warranty in the Credit Agreement (i) that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects or (ii) that is qualified by knowledge shall, for purposes of this Section 2, be deemed to be a reference to such Guarantor's knowledge.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to each New Guarantor when a counterpart hereof executed on behalf of each New Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon each New Guarantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of each New Guarantor, the Administrative Agent and the other Guaranteed Parties and their respective successors and assigns, except that each New Guarantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Guarantee Agreement and the Credit Agreement.

SECTION 4. Except as expressly supplemented hereby, the Guarantee Agreement as in effect immediately prior to the effectiveness of this Supplement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Guarantee Agreement.

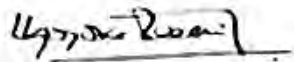
SECTION 8. Each New Guarantor agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Guarantee Agreement as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the "Borrower" shall be deemed to be a reference to "each Guarantor".

SECTION 9. The obligations of each New Guarantor under its Guarantee shall be limited by the limitations set forth for its applicable jurisdiction of organization in Schedule II hereto.

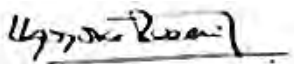
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

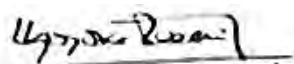
CYXTERA CANADA, LLC, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

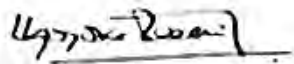
CYXTERA DIGITAL SERVICES, LLC, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

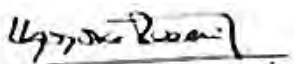
CYXTERA COMMUNICATIONS CANADA, ULC, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

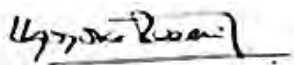
CYXTERA CANADA TRS, ULC, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

CYXTERA TECHNOLOGY UK LIMITED, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Director

CYXTERA UK TRS LIMITED, as New Guarantor

By: 
Name: Carlos I. Sagasta
Title: Director

CITIBANK, N.A., as Administrative Agent



Name: Nathaniel Donohue
Title: Director

Schedule I
to Supplement to Guarantee Agreement

SUBSIDIARY GUARANTORS

- CYXTERA CANADA, LLC
- CYXTERA DIGITAL SERVICES, LLC
- CYXTERA COMMUNICATIONS CANADA, ULC
- CYXTERA CANADA TRS, ULC
- CYXTERA TECHNOLOGY UK LIMITED
- CYXTERA UK TRS LIMITED

Schedule I to

Supplement No. 1 to the First Lien Pari Passu Guarantee Agreement

GUARANTEE LIMITATIONS

1. The obligations of each New Guarantor organized under the laws of England and Wales under its Guarantee shall not extend to include any obligation or liability to the extent that doing so would constitute unlawful financial assistance (notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of, or subscription for, shares in itself or its holding company (as such term is used in the UK Companies Act 2006) under the laws of its jurisdiction of incorporation (including, for the avoidance of doubt, within the meaning of sections 678 or 679 of the UK Companies Act 2006).
2. For the purposes of the Interest Act (Canada) (i) wherever an interest rate or a fee to be paid under this Agreement or under any other Loan Document is calculated using a rate based on a number of days in a year other than the actual number of days in the year of calculation (the “Alternate Year”), the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (A) the interest rate or fee, as applicable, multiplied by (B) the actual number of days in the calendar year in which such calculation is being made, divided by (C) the number of days in the Alternate Year; (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement or under any other Loan Document; and (iii) the rates of interest stipulated in this Agreement or under any other Loan Document are intended to be nominal rates and not effective rates or yields.
3. If any provision of any Loan Document would obligate any New Guarantor incorporated or existing under the laws of Canada (or any province or territory thereof) to make any payment of interest or other amount payable to any Guaranteed Party in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by such Guaranteed Party of “interest” at a “criminal rate” (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by such Guaranteed Party of “interest” at a “criminal rate”, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Guaranteed Party under the applicable Loan Document, and thereafter, by reducing any fees, commissions, premiums or other amounts required to be paid to such Guaranteed Party which would constitute “interest” for the purposes of Section 347 of the *Criminal Code* (Canada).
4. To the extent that any limitation period within the meaning of any applicable legislation in Canada (or any province or territory thereof) applies to any claim for payment of the obligations under the Loan Documents (or any portion thereof) or to any remedy for enforcement or the like of such obligations, the New Guarantors incorporated or existing under the laws of Canada hereby agree that:
 - (a) any such limitation period is expressly excluded and waived entirely if permitted by applicable law;
 - (b) if a complete exclusion and waiver of any such limitation period is not permitted by applicable law, any such limitation period is extended to the maximum length permitted by applicable law;
 - (c) any applicable limitation period shall not begin before an express demand for payment of such obligations is made in writing by the relevant Guaranteed Party to the relevant Guarantor; and

- (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of such obligations by the relevant Guarantor.

This is **Exhibit "H.1"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

FIRST LIEN PARI PASSU GUARANTEE AGREEMENT

dated as of

May 4, 2023,

by and among

CYXTERA DC PARENT HOLDINGS, INC.,

CYXTERA DC HOLDINGS, INC.,

THE OTHER GUARANTORS FROM TIME TO TIME PARTY HERETO

and

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

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EXHIBITS

Exhibit A – Form of Supplement

FIRST LIEN PARI PASSU GUARANTEE AGREEMENT dated as of May 4, 2023 (this “Agreement”), by and among CYXTERA DC PARENT HOLDINGS, INC., a Delaware corporation (“Holdings”), CYXTERA DC HOLDINGS, INC, a Delaware corporation (the “Borrower”), the various other Guarantors from time to time party hereto and WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent under the Credit Agreement referred to below (in such capacity and together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

Reference is made to the First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as Administrative Agent and as collateral agent (in such capacity, the “Collateral Agent”), and the various other parties thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I Definitions

SECTION 1.01. Credit Agreement.

(a) Capitalized terms used in this Agreement (including in the introductory paragraph hereto) and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) The rules of construction specified in Sections 1.03 and 1.04 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Administrative Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Claiming Party” has the meaning assigned to such term in Section 3.02.

“Collateral Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Contributing Party” has the meaning assigned to such term in Section 3.02.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Guaranteed Obligations” means the Secured Obligations guaranteed pursuant to Section 2.01 of this Agreement (including those incorporated therein by reference to Section 1 of each Supplement).

“Guaranteed Parties” means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) each Joint Bookrunner, (e) each Person to whom any Secured Cash Management Obligations are owed, (f) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the permitted successors and assigns of each of the foregoing.

“Guarantors” means Holdings, the Borrower (solely with respect to the Secured Cash Management Obligations and Secured Swap Obligations of the other Guarantors), the Subsidiary Guarantors and the Intermediate Parent Guarantors.

“Holdings” has the meaning assigned to such term in the preamble to this Agreement.

“Intermediate Parent Guarantors” means each Intermediate Parent that becomes a party to this Agreement as an Intermediate Parent Guarantor after the Effective Date pursuant to Section 5.13; *provided* that if an Intermediate Parent is released from its obligations as an Intermediate Parent Guarantor hereunder as provided in Section 5.12(b), such Intermediate Parent shall cease to be an Intermediate Parent Guarantor hereunder effective upon such release.

“New Guarantor” means any Loan Party that becomes a party to this Agreement pursuant to a Supplement.

“Payment in Full” means the payment in full in cash of all the Guaranteed Obligations (other than Secured Cash Management Obligations and Secured Swap Obligations and contingent obligations in respect of which no claim has been made) and the termination or expiration of all Commitments.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Subsidiary” means any subsidiary of the Borrower.

“Subsidiary Guarantors” means the Subsidiaries identified as such on Schedule I and each other Subsidiary that becomes a party to this Agreement as a Subsidiary Guarantor after the Effective Date pursuant to Section 5.13; *provided* that if a Subsidiary is released from its obligations as a Subsidiary Guarantor hereunder as provided in Section 5.12(b), such Subsidiary shall cease to be a Subsidiary Guarantor hereunder effective upon such release.

“Supplement” means an instrument in the form of Exhibit A, or any other form approved by the Administrative Agent, and in each case reasonably satisfactory to the Administrative Agent.

ARTICLE II

The Guarantees

SECTION 2.01. Guarantee. Each Guarantor (including each New Guarantor pursuant to Section 1 of each Supplement) irrevocably and unconditionally guarantees to each of the Guaranteed Parties, jointly and severally with the other Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Secured Obligations (other than, (i) with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor and (ii) in the case of the Borrower, in respect of its own obligations). Each Guarantor further agrees that the Guaranteed Obligations may be extended, renewed or increased, in whole or in part,

or amended or modified, without notice to or further assent from it, and that it will remain bound upon its Guarantee hereunder notwithstanding any such extension, renewal or increase, or amendment or modification, of any of the Guaranteed Obligations. Each Guarantor waives presentment to, demand of payment from and protest to any Loan Party of any of the Guaranteed Obligations, and also waives notice of acceptance of its Guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment; Continuing Guarantee. Each Guarantor further agrees that its Guarantee hereunder constitutes an absolute, irrevocable and unconditional Guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Guaranteed Obligations or operated as a discharge thereof) and not merely of collection, and waives (i) any right to require that any resort be had by the Administrative Agent or any other Guaranteed Party to any security held for the payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Guaranteed Party in favor of any Loan Party or any other Person and (ii) any right that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel the Administrative Agent or any other Guaranteed Party to marshal assets or to proceed against any obligor, other Person or security for the payment or performance of any Guaranteed Obligations before, or as a condition to, proceeding against such Guarantor. Each Guarantor agrees that its Guarantee hereunder is continuing in nature and applies to all of the Guaranteed Obligations, whether currently existing or hereafter incurred.

SECTION 2.03. No Limitations.

(a) Except for the termination or release of a Guarantor's obligations hereunder as expressly provided in Section 5.12 and the limitations set forth in Section 2.07 or in the Supplement pursuant to which such Guarantor became a party hereto, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Guaranteed Obligations, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations (or of any of the Loan Documents or other agreements under which such Guaranteed Obligations arise), any impossibility in the performance of any of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, except for the termination or release of its obligations hereunder as expressly provided in Section 5.12, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by:

(i) the failure of any Guaranteed Party or any other Person to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;

(ii) the failure of any other Guarantor to sign or become a party to this Agreement or any rescission, waiver, amendment, restatement or modification of, or any release or departure from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement;

(iii) the release of, or any impairment of or failure to perfect any Lien on, any security held by any Guaranteed Party for any of the Guaranteed Obligations;

(iv) any default, failure or delay, willful or otherwise, in the performance of any of the Guaranteed Obligations;

(v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than Payment in Full);

(vi) any illegality, lack of validity or lack of enforceability of any of the Guaranteed Obligations or Loan Documents;

(vii) any change in the corporate existence, structure or ownership of any Loan Party, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Loan Party or its assets or any resulting release or discharge of any of the Guaranteed Obligations;

(viii) the existence of any claim, set-off or other rights that any Guarantor may have at any time against the Borrower, the Administrative Agent, any other Guaranteed Party or any other Person, whether in connection with the Credit Agreement, the other Loan Documents or any unrelated transaction;

(ix) this Agreement having been determined (on whatsoever grounds) to be invalid, nonbinding or unenforceable against any other Guarantor *ab initio* or at any time after the Effective Date;

(x) the fact that any Person that, pursuant to the Loan Documents, was required to become a party hereto may not have executed or is not effectually bound by this Agreement, whether or not this fact is known to the Guaranteed Parties;

(xi) any action permitted or authorized hereunder;

(xii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations; or

(xiii) any other circumstance (including any statute of limitations), or any existence of or reliance on any representation by the Administrative Agent, any other Guaranteed Party or any other Person, that might otherwise constitute a defense to, or a legal or equitable discharge of, the Borrower, any Guarantor or any other guarantor or surety (other than Payment in Full).

To the fullest extent permitted by applicable law, each Guarantor expressly authorizes the Guaranteed Parties to take and hold security in accordance with the terms of the Loan Documents for the payment and performance of the Guaranteed Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any Loan Party or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Loan Party, other than Payment in Full. To the fullest extent permitted by applicable law, the Administrative Agent and the other Guaranteed Parties may, at their election and in accordance with the terms of the Loan Documents, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Loan Party or exercise any other right or remedy available to them against any Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent Payment in Full has occurred. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each Guarantor agrees that, unless released pursuant to Section 5.12(b), its Guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligations is rescinded or must otherwise be restored by any Guaranteed Party upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of any Loan Party or otherwise.

SECTION 2.05. Agreement to Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Guaranteed Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Loan Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Guaranteed Parties in cash the amount of such unpaid Guaranteed Obligation. If acceleration of the time for payment of any Guaranteed Obligation by any Guarantor is stayed by reason of the insolvency or receivership of any Guarantor or otherwise, all Guaranteed Obligations otherwise subject to acceleration under the terms of any Loan Document shall nonetheless be payable by the Guarantors hereunder. Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against any Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article III.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of each Loan Party's and their respective subsidiaries' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Guaranteed Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks. In the event any Guaranteed Party (including the Administrative Agent), in its sole discretion, undertakes at any time or from time to time to provide any such information to a Guarantor, such Guaranteed Party (including the Administrative Agent) shall be under no obligation (i) to undertake any investigation, (ii) to disclose any information which such Guaranteed Party (including the Administrative Agent), pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to such Guarantor.

SECTION 2.07. Maximum Liability. Notwithstanding anything to the contrary in this Agreement and subject to the guarantee limitations set forth in Section 2.09:

(a) the right of recovery against each Guarantor under Section 2 hereof shall not exceed \$1.00 less than the lowest amount which would render such Guarantor's obligations under Section 2 hereof void or voidable under applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to the guaranty set forth herein and the obligations of each Guarantor hereunder; *provided* that, to effectuate the foregoing:

(i) the Administrative Agent and the Guarantors hereby irrevocably agree that the Guaranteed Obligations of each Guarantor in respect of the guarantee set forth in Section 2 hereof at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of such Guarantor with respect thereto hereof not constituting a fraudulent transfer or conveyance after giving full effect to the liability under such guarantee set forth in Section 2 hereof and its related contribution rights but before taking into account any liabilities under any other guarantee by such Guarantor (and for these purposes all guarantees of such Guarantor other than the guarantee under Section 2 hereof will be deemed to be enforceable and payable after the guaranty under Section 2 hereof); and

(ii) to the fullest extent permitted by applicable law, this Section 2.07(a) shall be for the benefit solely of creditors and representatives of creditors of each Guarantor and not for the benefit of such Guarantor or the holders of any Equity Interest in such Guarantor;

(b) each Guarantor agrees that Guaranteed Obligations may at any time and from time to time be incurred or permitted in an amount exceeding the maximum liability of such Guarantor under Section 2.07(a) without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of any Guaranteed Party hereunder;

(c) as to any Guarantor, this Agreement shall not extend to any Excluded Swap Obligations of such Guarantor; and

(d) the obligations and liabilities of any Guarantor and Intermediate Parent Guarantors that becomes a party to this Agreement after the date hereof shall be limited as and to the extent set forth in the applicable Supplement.

SECTION 2.08. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Agreement in respect of Swap Obligations (*provided, however*, that each Qualified ECP Guarantor shall only be liable under this Section 2.08 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.08, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 2.08 shall remain in full force and effect until Payment in Full has occurred. Each Qualified ECP Guarantor intends that this Section 2.08 constitute, and this Section 2.08 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 2.09. Guarantee Limitations. The obligations of each Guarantor under its Guarantee shall be limited by the limitations set forth for its applicable jurisdiction of organization in Schedule II, as such schedule may be updated from time to time as set forth in the relevant Supplement pursuant to Section 5.02.

ARTICLE III.

Indemnity, Subrogation and Subordination

SECTION 3.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 3.03) in respect of any payment hereunder, the Borrower agrees that (a) in the event a payment in respect of any Guaranteed Obligations shall be made by any other Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor (other than the Borrower) shall be sold pursuant to any Security Document to satisfy in whole or in part any Guaranteed Obligations owed to any Guaranteed Party, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 3.02. Contribution and Subrogation. Each Guarantor (a “Contributing Party”) agrees (subject to Sections 2.07 and 3.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Guaranteed Obligations or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Guaranteed Obligation owed to any Guaranteed Party and such other Guarantor (the “Claiming Party”) shall not have been fully indemnified as provided

in Section 3.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date of such payment or sale, as applicable, and the denominator shall be the aggregate net worth of all the Guarantors on the date of such payment or sale, as applicable. Any Contributing Party making any payment to a Claiming Party pursuant to this Section 3.02 shall be subrogated to the rights of such Claiming Party under Section 3.01 to the extent of such payment.

SECTION 3.03. Subordination.

(a) Notwithstanding any provision of this Agreement to the contrary, but subject to Section 2.07, all rights of the Guarantors under Sections 3.01 and 3.02 and all other rights of the Guarantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of all of the Guaranteed Obligations. No failure on the part of any Guarantor to make the payments required by Sections 3.01 and 3.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

(b) Each Guarantor hereby agrees that upon the occurrence and during the continuance of an Event of Default and after notice from the Administrative Agent to Holdings (*provided* that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement), all Indebtedness and other monetary obligations owed by it to, or to it by, any other Guarantor, any other Intermediate Parent or any other Subsidiary shall be fully subordinated to the payment in full in cash of all the Guaranteed Obligations.

ARTICLE IV Representations and Warranties

Each Subsidiary Guarantor and each Intermediate Parent Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by such Guarantor of this Agreement have been duly authorized by all necessary corporate or other action and, if required, action by the holders of such Guarantor's Equity Interests, and that this Agreement has been duly executed and delivered by such Guarantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (b) all representations and warranties set forth in the Credit Agreement as to such Guarantor are true and correct in all material respects; *provided* that any representation and warranty in the Credit Agreement (i) that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects or (ii) that is qualified by knowledge shall, for purposes of this Article IV, be deemed to be a reference to such Guarantor's knowledge.

ARTICLE V Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of Holdings and the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Administrative Agent or any other Guaranteed Party in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the other Guaranteed Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any other Guaranteed Party may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances. With respect to any Foreign Subsidiary that becomes a Subsidiary Loan Party, the guarantee of such Foreign Subsidiary may be limited by certain principles to comply with local law or advice of local counsel with respect to the applicable jurisdiction of organization of such Foreign Subsidiary as reasonably determined by the Borrower and the Administrative Agent and set forth on Schedule II, as updated in the relevant Supplement relating to such Foreign Subsidiary.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Guarantor or Guarantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; *provided* that the Administrative Agent may, without the consent of any other Guaranteed Party, consent to a departure by any Guarantor from any covenant of such Guarantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term “Collateral and Guarantee Requirement” in the Credit Agreement.

SECTION 5.03. Administrative Agent’s Fees and Expenses; Indemnification.

(a) Each Guarantor, jointly with the other Guarantors and severally, agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the “Borrower” shall be deemed to be a reference to “each Guarantor”.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Guarantor, jointly with the other Guarantors and severally, agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel and one local counsel in each applicable jurisdiction (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict notifies the Borrower of the existence of such conflict and thereafter retains its own counsel, one additional counsel for such affected Indemnitee) for all Indemnitees (which may include a single special counsel acting in multiple jurisdictions), incurred by or asserted against any Indemnitee by any third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related

expenses are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnatee or its Related Parties.

(c) To the fullest extent permitted by applicable law, no Guarantor shall assert, and each Guarantor hereby waives, any claim against any Indemnatee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnatee or its Related Parties, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or the use of the proceeds thereof.

(d) The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Guaranteed Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Guaranteed Party. All amounts due under this Section shall be payable not later than 10 Business Days after written demand therefor; *provided, however*, any Indemnatee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnatee was not entitled to indemnification with respect to such payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Guaranteed Obligations.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Guaranteed Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by or on behalf of any Guaranteed Party and notwithstanding that the Administrative Agent, any Lender or any other Guaranteed Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as Payment in Full has occurred.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Guarantor when a counterpart hereof (or of a Supplement) executed by such Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof (or of such Supplement) shall have been executed by the Administrative Agent, and thereafter shall be binding upon such Guarantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Guarantor, the Administrative Agent and the other Guaranteed Parties and their respective

successors and assigns, except that no Guarantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 5.08. Right of Set-Off. If an Event of Default under Sections 7.01(a), (b), (h) or (i) of the Credit Agreement shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or Issuing Bank to or for the credit or the account of any Guarantor against any of and all the obligations of such Guarantor then due and owing under this Agreement held by such Lender or Issuing Bank, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender shall notify the applicable Guarantor and the Agent of such setoff and application; *provided* that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section 5.08. The rights of each Lender under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender may have; *provided further*, that to the extent prohibited by applicable law as described in the definition of “Excluded Swap Obligation,” no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Guarantor or its respective properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the

laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Guarantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Termination or Release.

(a) Subject to Section 2.04, this Agreement and the Guarantees made herein shall terminate when Payment in Full has occurred.

(b) The Guarantees made herein shall also terminate and be released at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement. A Loan Party shall also be released from its obligations under this Agreement at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Administrative Agent pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 5.13. Additional Guarantors. Pursuant to the Credit Agreement, any Subsidiary or Intermediate Parent may, or may be required to, become Guarantors after the date hereof. Upon execution and delivery by the Administrative Agent and any Subsidiary or Intermediate Parent of a Supplement, such Subsidiary or Intermediate Parent shall become a Guarantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument

shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary or Intermediate Parent as a party to this Agreement.

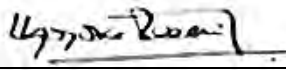
SECTION 5.14. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Guarantor in respect of any such sum due from it to the Administrative Agent or the Lenders or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the “Agreement Currency”), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from any Guarantor in the Agreement Currency, such Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Guarantor (or to any other Person who may be entitled thereto under applicable law).

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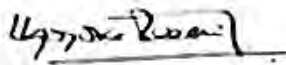
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GUARANTORS:

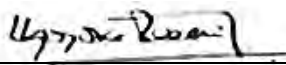
CYXTERA DC HOLDINGS, INC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

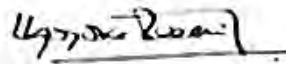
CYXTERA DC PARENT HOLDINGS, INC.

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

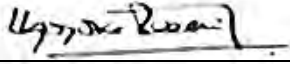
CYXTERA DATA CENTERS, INC.

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

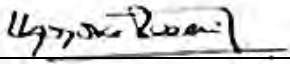
CYXTERA COMMUNICATIONS, LLC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

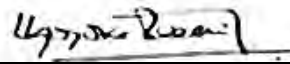
CYXTERA CANADA, LLC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer


CYXTERA DIGITAL SERVICES, LLC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

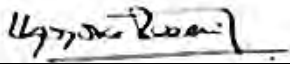
CYXTERA COMMUNICATIONS CANADA, ULC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

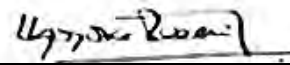
CYXTERA CANADA TRS, ULC

By: 
Name: Carlos I. Sagasta
Title: Executive Vice President and Chief Financial Officer

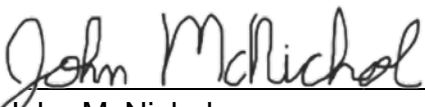
CYXTERA TECHNOLOGY UK LIMITED

By: 
Name: Carlos I. Sagasta
Title: Director

CYXTERA UK TRS LIMITED

By: 
Name: Carlos I. Sagasta
Title: Director

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: 
Name: John McNichol
Title: Assistant Vice President

EXECUTION COPY

**Schedule I
to First Lien Pari Passu Guarantee Agreement**

INITIAL SUBSIDIARY GUARANTORS

- CYXTERA DATA CENTERS, INC.
- CYXTERA COMMUNICATIONS, LLC
- CYXTERA CANADA, LLC
- CYXTERA DIGITAL SERVICES, LLC
- CYXTERA COMMUNICATIONS CANADA, ULC
- CYXTERA CANADA TRS, ULC
- CYXTERA TECHNOLOGY UK LIMITED
- CYXTERA UK TRS LIMITED

Schedule II
to First Lien Pari Passu Guarantee Agreement

GUARANTEE LIMITATIONS

Guarantee Limitations for England and Wales

1. The obligations of each Guarantor organized under the laws of England and Wales under its Guarantee shall not extend to include any obligation or liability to the extent that doing so would constitute unlawful financial assistance (notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of, or subscription for, shares in itself or its holding company (as such term is used in the UK Companies Act 2006) under the laws of its jurisdiction of incorporation (including, for the avoidance of doubt, within the meaning of sections 678 or 679 of the UK Companies Act 2006).

Canadian Guarantee Limitations

1. For the purposes of the *Interest Act* (Canada) (i) wherever an interest rate or a fee to be paid under this Agreement or under any other Loan Document is calculated using a rate based on a number of days in a year other than the actual number of days in the year of calculation (the “**Alternate Year**”), the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (A) the interest rate or fee, as applicable, multiplied by (B) the actual number of days in the calendar year in which such calculation is being made, divided by (C) the number of days in the Alternate Year; (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement or under any other Loan Document; and (iii) the rates of interest stipulated in this Agreement or under any other Loan Document are intended to be nominal rates and not effective rates or yields.
2. Pursuant to Section 8 of the *Interest Act* (Canada), any provision of this Agreement or any other Loan Document that would oblige a Guarantor incorporated or existing under the laws of Canada (or any province or territory thereof) to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property or hypothec on immovables that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Guarantor, which shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.
3. If any provision of any Loan Document would obligate any Guarantor incorporated or existing under the laws of Canada (or any province or territory thereof) to make any payment of interest or other amount payable to any Guaranteed Party in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by such Guaranteed Party of “interest” at a “criminal rate” (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by such Guaranteed Party of “interest” at a “criminal rate”, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Guaranteed Party under the applicable Loan Document, and thereafter, by reducing any fees, commissions, premiums or other amounts required to be paid to such Guaranteed Party which would constitute “interest” for the purposes of Section 347 of the *Criminal Code* (Canada).
4. To the extent that any limitation period within the meaning of any applicable legislation in Canada (or any province or territory thereof) applies to any claim for payment of the obligations under the

Loan Documents (or any portion thereof) or to any remedy for enforcement or the like of such obligations, the Guarantors hereby agree that:

- (i) any such limitation period is expressly excluded and waived entirely if permitted by applicable law;
- (ii) if a complete exclusion and waiver of any such limitation period is not permitted by applicable law, any such limitation period is extended to the maximum length permitted by applicable law;
- (iii) any applicable limitation period shall not begin before an express demand for payment of such obligations is made in writing by the relevant Guaranteed Party to the relevant Guarantor; and
- (iv) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of such obligations by the relevant Guarantor.

Exhibit A
to First Lien Pari Passu Guarantee Agreement

SUPPLEMENT NO. __, dated as of __, 20__ (this “Supplement”), to that certain Guarantee Agreement (as defined below), by and [between/among] __, a [jurisdiction] [type of entity] (the “New Guarantor”), and Wilmington Savings Fund Society, FSB, as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

A. Reference is made to (i) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Cyxtera DC Holdings, Inc, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as Administrative Agent and collateral agent thereunder, and the various other parties thereto and (ii) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto and any Intermediate Parent of the Borrower from time to time party thereto (Holdings, the Borrower, such Subsidiaries and such Intermediate Parents party thereto being collectively referred to as the “Guarantors”) and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee Agreement, as applicable.

C. The Guarantors have entered into the Guarantee Agreement in order to induce the Lenders to extend credit to the Borrower. Section 5.13 of the Guarantee Agreement provides that any Subsidiary or any Intermediate Parent may, or may be required to, become a Guarantor under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned New Guarantor is executing this Supplement to become a Guarantor under the Guarantee Agreement in order to induce the Lenders to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously made.

Accordingly, the Administrative Agent and the New Guarantor agree as follows:

SECTION 1. In accordance with Section 5.13 of the Guarantee Agreement, the New Guarantor by its signature below becomes a Guarantor under the Guarantee Agreement with the same force and effect as if originally named therein as a Guarantor, and the New Guarantor hereby agrees to all the terms and provisions of the Guarantee Agreement applicable to it as a Guarantor thereunder, and hereby irrevocably and unconditionally guarantees to each of the Guaranteed Parties, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Secured Obligations (other than any Excluded Swap Obligations of the New Guarantor). Each reference to a “[Subsidiary/Intermediate Parent] Guarantor” or a “Guarantor” in the Guarantee Agreement shall be deemed to include the New Guarantor. The Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. The New Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by the New Guarantor of this Supplement have been duly authorized by all necessary corporate or other action and, if required, action by the holders of such New Guarantor’s Equity Interests, and that this Supplement has been duly executed and delivered by the New Guarantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (b) all representations and warranties set forth in the Credit Agreement as to the New Guarantor are true and correct in all material respects; provided that any representation and warranty in the Credit Agreement (i) that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects or (ii) that is qualified by knowledge shall, for purposes of this Section 2, be deemed to be a reference to such Guarantor's knowledge.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Guarantor when a counterpart hereof executed on behalf of the New Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Guarantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Guarantor, the Administrative Agent and the other Guaranteed Parties and their respective successors and assigns, except that the New Guarantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Guarantee Agreement and the Credit Agreement.

SECTION 4. Except as expressly supplemented hereby, the Guarantee Agreement as in effect immediately prior to the effectiveness of this Supplement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Guarantee Agreement.

SECTION 8. The New Guarantor agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Guarantee Agreement as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the "Borrower" shall be deemed to be a reference to "each Guarantor".

SECTION 9. Schedule II of the Guarantee Agreement is hereby supplemented with the principles set forth in Schedule I hereto, if any, and such principles shall become part of Schedule II of the Guarantee Agreement and the guarantee limitations.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[NEW GUARANTOR], as New Guarantor

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Administrative Agent

By: _____
Name:
Title:

Schedule I to

Supplement No. [] to the First Lien Pari Passu Guarantee Agreement

GUARANTEE LIMITATIONS

1. [The obligations of each Guarantor organized under the laws of England and Wales under its Guarantee shall not extend to include any obligation or liability to the extent that doing so would constitute unlawful financial assistance (notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of, or subscription for, shares in itself or its holding company (as such term is used in the UK Companies Act 2006) under the laws of its jurisdiction of incorporation (including, for the avoidance of doubt, within the meaning of sections 678 or 679 of the UK Companies Act 2006).]¹

1. [For the purposes of the *Interest Act* (Canada) (i) wherever an interest rate or a fee to be paid under this Agreement or under any other Loan Document is calculated using a rate based on a number of days in a year other than the actual number of days in the year of calculation (the “**Alternate Year**”), the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (A) the interest rate or fee, as applicable, multiplied by (B) the actual number of days in the calendar year in which such calculation is being made, divided by (C) the number of days in the Alternate Year; (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement or under any other Loan Document; and (iii) the rates of interest stipulated in this Agreement or under any other Loan Document are intended to be nominal rates and not effective rates or yields.

2. Pursuant to Section 8 of the *Interest Act* (Canada), any provision of this Agreement or any other Loan Document that would oblige a Guarantor incorporated or existing under the laws of Canada (or any province or territory thereof) to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property or hypothec on immovables that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Guarantor, which shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

3. If any provision of any Loan Document would obligate any Guarantor incorporated or existing under the laws of Canada (or any province or territory thereof) to make any payment of interest or other amount payable to any Guaranteed Party in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by such Guaranteed Party of “interest” at a “criminal rate” (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by such Guaranteed Party of “interest” at a “criminal rate”, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Guaranteed Party under the applicable Loan Document, and thereafter, by reducing any fees, commissions, premiums or other amounts required to be paid to such Guaranteed Party which would constitute “interest” for the purposes of Section 347 of the *Criminal Code* (Canada).

4. To the extent that any limitation period within the meaning of any applicable legislation in Canada (or any province or territory thereof) applies to any claim for payment of the obligations under the


¹ Note to Draft: To be included for any Guarantor organized under the laws of England and Wales.

Loan Documents (or any portion thereof) or to any remedy for enforcement or the like of such obligations, the Guarantors hereby agree that:

- (a) any such limitation period is expressly excluded and waived entirely if permitted by applicable law;
- (b) if a complete exclusion and waiver of any such limitation period is not permitted by applicable law, any such limitation period is extended to the maximum length permitted by applicable law;
- (c) any applicable limitation period shall not begin before an express demand for payment of such obligations is made in writing by the relevant Guaranteed Party to the relevant Guarantor; and
- (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of such obligations by the relevant Guarantor.]²

² Note to Draft: To be included for any Guarantor organized under the laws of Canada or any province thereof.

This is **Exhibit "I"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY,
COMMISSION EXPIRES JULY 19, 2026

CANADIAN FIRST LIEN PRIORITY COLLATERAL AGREEMENT

dated as of

May 12, 2023,

by and among

CYXTERA COMMUNICATIONS CANADA, ULC,

CYXTERA CANADA TRS, ULC,

THE OTHER GRANTORS FROM TIME TO TIME PARTY HERETO

and

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

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SCHEDULES

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EXHIBITS

Exhibit A	–	Form of Supplement
Exhibit B	–	Form of Canadian Patent and Design Security Agreement
Exhibit C	–	Form of Canadian Trademark Security Agreement
Exhibit D	–	Form of Canadian Copyright Security Agreement

CANADIAN FIRST LIEN PRIORITY COLLATERAL AGREEMENT, dated as of May 12, 2023 (this “Agreement”), by and among by and among each entity identified as a “Grantor” on the signature pages hereof, the various other grantors from time to time party hereto (collectively, the “**Grantors**”) and WILMINGTON SAVINGS FUND SOCIETY, FSB,, as collateral agent under the Credit Agreement referred to below (in such capacity and together with successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “Administrative Agent”) and Collateral Agent and the various other parties thereto, and (b) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower, subject in each case to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I Definitions

SECTION 1.01 Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; *provided* that each term defined in the PPSA or STA (each as defined herein) and not defined in this Agreement shall have the meaning specified in the PPSA or STA, as applicable.

(b) The rules of construction specified in Section 1.03 and 1.04 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Account Debtor” means any Person that is or may become obligated to any Grantor under, with respect to or on account of an Account.

“Administrative Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Agreement Currency” has the meaning assigned to such term in Section 5.19.

“Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Collateral” means PPSA Collateral and Pledged Collateral.

“Copyright License” means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Copyright Security Agreement” means any Canadian Copyright Security Agreement substantially in the form of Exhibit D.

“Copyrights” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of Canada, the United States or any other jurisdiction or territory, whether as author, assignee, transferee or otherwise; (b) all registrations and applications for registration of any such copyright in Canada, the United States or any other jurisdiction or territory, including registrations, recordings, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office, the United States Copyright Office (or any similar office in any other jurisdiction or territory), including, in the case of any Grantor, registrations, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office or the United States Copyright Office set forth next to its name on Schedule III; (c) all renewals of any of the foregoing; and (d) all rights to sue for past, present and future infringements of any of the foregoing.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Deposit Account” means any demand, time, savings, checking, passbook, deposit, collection, lock-box, or other similar account maintained with any financial institution but excludes investment property and any account evidenced by an instrument.

“Designs” means any and all designs and design applications, including (A) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (C) the right to sue for past, present, and future infringements thereof, and (D) all of each Grantor’s rights corresponding thereto throughout the world.

“Design License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Design, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

“Domain Name” means all Internet domain names and associated URL addresses in or to which any Grantor now or hereafter has any right, title or interest.

“Excluded Equity Interests” has the meaning assigned to such term in Section 2.01.

“Grantors” has the meaning assigned to such term in the preamble to this Agreement.

“Guarantee Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Intellectual Property” means, with respect to any Person, (a) all intellectual property and similar property of every kind and nature now owned or hereafter acquired by such Person, whether registered or unregistered, including inventions, Designs, Patents, Trademarks, Copyrights, Licenses, Trade Secrets, Domain Names, and any intellectual property rights in confidential or proprietary technical and business information, know-how, show-how or other data or information, Software and databases, (b) any and all other IP Rights throughout the world, together with (i) all registrations, extensions, supplements, applications and renewals of such IP Rights, (ii) the right to sue for past, present and future infringements or other violations of such IP Rights; and (iii) all rights corresponding thereto.

“IP Rights” all rights in Designs, Patents, Trademarks, Copyrights, trade secrets, know-how and any and all other Intellectual Property

“IP Security Agreement” means any Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement.

“Judgment Currency” has the meaning assigned to such term in Section 5.19.

“License” means any Design License, Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Person is a party, including those exclusive Copyright Licenses under which any Grantor is a licensee listed on Schedule III, together with any and all renewals, extensions, supplements and continuations thereof.

“Pari Passu Representative” means any Senior Representative that is party to a Pari Passu Intercreditor Agreement.

“Patent License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

“Patent Security Agreement” means any Canadian Patent and Design Security Agreement substantially in the form of Exhibit B.

“Patents” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of Canada, the United States or the equivalent thereof in any jurisdiction or territory, all registrations and recordings thereof, and all applications for letters patent of Canada and the United States or the equivalent thereof in any other jurisdiction or territory, including registrations, recordings and pending applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in any other jurisdiction or territory, including, in the case of any Grantor, those filed in connection therewith in the Canadian Intellectual Property Office and the United States Patent and Trademark Office listed on Schedule III; (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and (c) all rights to sue for past, present and future infringements of any of the foregoing.

“Perfection Certificate” means the Perfection Certificate dated the Effective Date delivered to the Collateral Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Pledged Collateral” has the meaning assigned to such term in Section 2.01.

“Pledged Debt Securities” has the meaning assigned to such term in Section 2.01.

“Pledged Equity Interests” has the meaning assigned to such term in Section 2.01.

“Pledged Securities” means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“Pledged ULC Shares” has the meaning assigned to such term in Section 2.08.

“PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, that, if attachment, perfection, the effect of perfection or non-perfection or the priority of Collateral Agent’s Lien on any Collateral are governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, “PPSA” means those personal property security laws in such other jurisdiction in Canada (including the Civil Code of Quebec) for the purposes of the provisions hereof relating to such attachment, perfection, the effect of perfection or non-perfection or such priority and for the definitions relating to such provisions.

“PPSA Collateral” has the meaning assigned to such term in Section 3.01.

“Proceeds” has the meaning assigned in the PPSA and, in any event, shall also include but not be limited to (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Collateral Agent or any Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any and all Stock Rights and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Security Interest” has the meaning assigned to such term in Section 3.01(a).

“Software” means computer programs, source code, object code and supporting documentation, as well as computer programs that may be construed as included in the definition of Goods.

“STA” means the *Securities Transfer Act* (Ontario) and comparable securities transfer legislation in effect in any other jurisdiction, as such legislation may be amended, consolidated or replaced from time to time.

“Stock Rights” means all dividends, cash, options, warrants, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Capital Stock constituting Collateral, any right to receive any Capital Stock constituting Collateral and any right to receive earnings, in which such Grantor now has or hereafter acquires any right, issued by an issuer of such Capital Stock.

“Supplement” means an instrument in the form of Exhibit A, or any other form approved by the Collateral Agent, and in each case reasonably satisfactory to the Collateral Agent.

“Trade Secrets” means, with respect to any Grantor, all of such Grantor’s right, title and interest in and to the following: (a) any and all confidential and proprietary information, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, know-

how, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, data, databases and data collections and (b) all rights corresponding to any of the foregoing throughout the world.

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Trademark Security Agreement” means any Canadian Trademark Security Agreement in the form of Exhibit C.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos, other source or business identifiers, designs and intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction or province or territory or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks or service marks used by a Person, and including, in the case of any Grantor, any registrations and applications filed in connection therewith in the Canadian Intellectual Property Office and the United States Patent and Trademark Office set forth next to its name on Schedule III; (b) all goodwill associated therewith or symbolized by the foregoing; (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and (d) all rights to sue for past, present and future infringements of any of the foregoing.

“ULC” means any unlimited company, unlimited liability company or unlimited liability corporation or any similar entity existing under the laws of any province or territory of Canada and any successor to any such entity.

“ULC Shares” means the shares and other equity interests which are shares or other equity interests in the capital stock of a ULC and, where context permits, includes Proceeds of Collateral which are shares or other equity interests in the capital stock of a ULC.

ARTICLE II Pledge of Securities

SECTION 2.01 Pledge. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and hereby grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties a security interest in the Pledged Collateral. “Pledged Collateral” shall mean the collective reference to the following: all of such Grantor’s right, title and interest in, to and under (a)(i) the shares of capital stock and other Equity Interests owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any other Equity Interests obtained in the future by such Grantor and (iii) the certificates (if any) representing all such Equity Interests (collectively, the “Pledged Equity Interests”); *provided* that the Pledged Equity Interests shall not include any Excluded Assets (the Equity Interests excluded pursuant to this proviso being referred to as the “Excluded Equity Interests”); (b)(i) the debt securities owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to or otherwise acquired by such Grantor and (iii) the promissory notes and any other instruments evidencing all such debt securities (collectively, the “Pledged Debt Securities”); (c) all other property that may be delivered to and

held by the Collateral Agent pursuant to the terms of this Section 2.01 and Section 2.02; (d) subject to Section 2.06, all Stock Rights from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing.

SECTION 2.02 Delivery of the Pledged Collateral.

(a) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities (other than any Uncertificated Securities, but only for so long as such securities remain uncertificated) (i) on the date hereof, and (ii) promptly (and in any event within 5 Business Days or such later date as the Collateral Agent reasonably agrees) after the acquisition thereof, in the case of any such Pledged Securities acquired by such Grantor after the date hereof.

(b) On the Effective Date, each Grantor will cause any Indebtedness for borrowed money (including in respect of cash management arrangements) owed to such Grantor by Holdings, the Borrower, any Subsidiary or any Intermediate Parent in a principal amount in excess of \$1,000,000 individually to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any certificate or promissory note representing Pledged Securities shall be accompanied by undated stock powers or allonges, as applicable, duly executed in blank or other undated instruments of transfer duly executed in blank and reasonably satisfactory to the Collateral Agent (acting at the Direction of the Required Lenders) and by such other instruments and documents as the Collateral Agent (acting at the Direction of the Required Lenders) may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated proper instruments of assignment duly executed in blank by the applicable Grantor and such other instruments and documents as the Collateral Agent (acting at the Direction of the Required Lenders) may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing such Pledged Securities, which schedule shall be deemed attached to, and shall supplement, Schedule II and be made a part hereof; *provided* that failure to provide any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities.

(d) Any equity interest in any limited liability company, corporation or limited partnership controlled by any Grantor and required to be pledged and/or otherwise secured under Section 2.01 shall either (i) be represented by a certificate, shall be a “security” within the meaning of the STA, and shall be delivered to the Collateral Agent or (ii) not have elected to be treated as a “security” within the meaning of the STA and shall not be represented by a certificate. To the extent an interest in any limited liability company, corporation or limited partnership controlled by any Grantor and pledged and/or otherwise secured under Section 2.01 is certificated or becomes certificated, (i) each such certificate shall be delivered to the Collateral Agent, pursuant to Section 2.02(a) and (ii) such Grantor shall fulfill all other requirements under Section 2.02 applicable in respect thereof.

(e) With respect to (i) (A) any Pledged Equity Interests constituting an Uncertificated Security or (B) any Pledged Collateral held by a clearing corporation, securities intermediary or other financial intermediary of any kind, in each case, at the Collateral Agent’s reasonable request, the relevant Grantor shall execute and deliver and use commercially reasonable efforts to cause, in the case of the foregoing clause (A), any issuer thereof, or, in the case of the foregoing clause (B), the applicable intermediary to execute and deliver an agreement among such Grantor, the Collateral Agent and such issuer or intermediary in form and substance reasonably satisfactory to the Collateral Agent (acting at the

Direction of the Required Lenders) which provides, among other things, for the issuer's or intermediary's agreement that it will comply with instructions or entitlement orders, as applicable, and apply any value distributed on account of any such Pledged Equity Interest or Pledged Collateral, as directed by the Collateral Agent (acting at the Direction of the Required Lenders) without further consent by such Grantor and (ii) any partnership interest or limited liability company interest of any Grantor (other than a partnership interest or limited liability company interest held by a Clearing Corporation, Securities Intermediary or other financial intermediary of any kind) constituting Pledged Collateral not represented by a certificate and/or which is not a Security for purposes of the STA, such Grantor shall not permit any issuer of such partnership interests or limited liability company interests to (A) enter into any agreement with any Person, other than the Collateral Agent or any Pari Passu Representative, whereby such issuer effectively delivers "control" of such partnership interests or limited liability company interests (as applicable) under the STA to such Person (*provided* that any control agreement that, contingent upon payment in full in cash of all Secured Obligations, delivers "control" to any other Senior Representative shall be permitted), or (B) allow such partnership interests or limited liability company interests (as applicable) to become Securities unless such Grantor complies with the procedures set forth herein.

(f) Notwithstanding anything to the contrary, to the extent any uncertificated partnership interest, limited liability company interest or corporate interest is (or is required to be) certificated or any Grantor owns, forms or acquires any Certificated Securities on or after the date hereof constituting Collateral, such Grantor shall promptly (in any event within one (1) Business Day after the earlier of any such formation, creation or acquisition, as applicable, by such Grantor or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders) may agree in its reasonable discretion) to deliver or cause to be delivered to the Collateral Agent (acting at the direction of the Required Lenders), for the benefit of the Secured Parties, any and all Pledged Collateral owned, formed or acquired after the date hereof accompanied by undated instruments of transfer or assignment duly executed in blank (in form and substance reasonably satisfactory to the Collateral Agent (acting at the Direction of the Required Lenders) and the Borrower).

SECTION 2.03 Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II (as supplemented from time to time) sets forth a true and complete list, with respect to each Grantor, of (i) all the Equity Interests owned by such Grantor in any Person and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by such Grantor and (ii) all the Pledged Debt Securities owned by such Grantor;

(b) the Pledged Equity Interests and the Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Equity Interests, are fully paid and non-assessable (except in the case of the Pledged ULC Shares), (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally and (iii) as of the Effective Date, have been delivered or caused to be delivered to the Collateral Agent or such other Person as provided for in the First Lien Priority Intercreditor Agreement; *provided* that the foregoing representations, insofar as they relate to the Pledged Debt Securities issued by a Person other than Holdings, the Borrower, any Subsidiary or any Intermediate Parent, are made to the knowledge of the Grantors;

(c) except for the security interests granted hereunder and under any other Loan Documents, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit

Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, (iii) will make no further assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Loan Documents and Liens permitted pursuant to Section 6.02 of the Credit Agreement), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Equity Interests and, to the extent issued by Holdings, the Borrower, any Subsidiary or any Intermediate Parent, the Pledged Debt Securities are and will continue to be freely transferable and assignable, and none of the Pledged Equity Interests and, to the extent issued by Holdings, the Borrower, any Subsidiary or any Intermediate Parent, the Pledged Debt Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent (acting at the Direction of the Required Lenders) of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated; and

(f) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in the State of New York in accordance with this Agreement, the Collateral Agent (for benefit of the Secured Parties) will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities, free of any adverse claims, under the PPSA to the extent such lien and security interest may be created and perfected under the PPSA, as security for the payment and performance of the Secured Obligations and such lien is and shall be prior to any other lien on the Pledged Securities, other than liens permitted by Section 6.02 of the Credit Agreement.

(g) with respect to any partnership interest, limited liability company interest or corporate interest owned, formed, or acquired by any Grantor which is required to be pledged to the Collateral Agent pursuant to the terms hereof which is not represented by a certificate, such Grantor shall not permit any issuer of such partnership interest, limited liability company interest or corporate interest to (i) at any time enter into any agreement with any Person, other than the Collateral Agent or any holder of a Lien permitted by Section 6.02 of the Credit Agreement, whereby such issuer effectively delivers “control” of such partnership interest, limited liability company interest or corporate interest (as applicable) under the STA to such Person, or (ii) allow any partnership interest, limited liability company interest or corporate interest (as applicable) to become a Security for purposes of the STA unless such Grantor certificates such security by the immediately succeeding Business Day and complies with the procedures set forth in Section II within the time period prescribed therein.

SECTION 2.04 [Reserved].

SECTION 2.05 Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified (which may be substantially concurrent notice) the Grantors of its intent to exercise such rights, the Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion (acting at the Direction

of the Required Lenders)) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favour of the Collateral Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified (which may be substantially concurrent notice) the Grantors of its intent to exercise such rights, the Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

SECTION 2.06 Voting Rights; Dividends and Interest.

(a) Unless and until an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified (which may be substantially concurrent notice) the Grantors that their rights under this Section 2.06 are being suspended:

(I) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided* that such rights and powers shall not be exercised in any manner that could adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of the Collateral Agent or the other Secured Parties under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same;

(II) the Collateral Agent (acting at the Direction of the Required Lenders) shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(I) of this Section;

(III) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided* that any non-cash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, amalgamation, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties and, to the extent constituting certificates evidencing Equity Interests or promissory notes or instruments evidencing debt securities (except for such as would constitute Excluded Assets), shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Collateral Agent).

(b) Upon the occurrence and during the continuance of an Event of Default and, to the extent applicable, after the Collateral Agent shall notify (which may be substantially concurrent notice) the Grantors of the suspension of their rights under paragraph (a)(III) of this Section 2.06, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(III) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Collateral Agent (acting at the Direction of the Required Lenders)). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, the Collateral Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(III) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default and, to the extent applicable, after the Collateral Agent shall have notified (which may be substantially concurrent notice) the Grantors of the suspension of their rights under paragraph (a)(I) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(I) of this Section 2.06, and the obligations of the Collateral Agent under paragraph (a)(II) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Required Lenders, the Collateral Agent (acting at the Direction of the Required Lenders) shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, all rights vested in the Collateral Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(I) of this Section 2.06.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times, (iii) may be given by email to the Borrower or other Grantors or any of their counsel or representatives and (iv) may suspend the rights of the Grantors under paragraph (a)(I) or paragraph (a)(III) in part without suspending all such rights (as specified by the Collateral Agent (acting at the Direction of the Required Lenders)) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

SECTION 2.07 Certain Agreements of Grantors As Issuers and Holders of Capital Stock.

(a) In the case of each Grantor which is an issuer of Pledged Collateral, such Grantor agrees to be bound by the terms of this Agreement relating to the Pledged Collateral issued by it and will

comply with such terms insofar as such terms are applicable to it and will comply with instructions or entitlement orders with respect to such Pledged Collateral which are Uncertificated Securities as directed by the Collateral Agent (acting at the Direction of the Required Lenders) without further consent by such Grantor.

(b) In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor hereby consents to the extent required by the applicable Organizational Document to the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Collateral in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default (after notice if applicable), to the transfer of such Pledged Collateral to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, shareholder or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as the case may be.

SECTION 2.08 ULC Shares. Notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any of the other Loan Documents or any other document or agreement among all or some of the parties hereto, each Grantor is, as of the date of this Agreement, the sole registered and beneficial owner of all ULC Shares, if any, which form part of the Pledged Collateral (the “Pledged ULC Shares”), and will remain so until such time as such Pledged ULC Shares are fully and effectively transferred into the name of the Collateral Agent, any Secured Party, or any other Person on the books and records of such ULC. Nothing in this Agreement, the Loan Documents or any other document or agreement delivered among all or some of the parties hereto is intended or shall constitute the Collateral Agent, any Secured Party or any Person other than a Grantor to be a member or shareholder of any ULC until such time as written notice is given to the applicable Grantor and all further steps are taken so as to register the Collateral Agent, such Secured Party, or other Person as holder of all Pledged ULC Shares. The pledge of the Pledged Collateral pursuant to this Article II does not make the Collateral Agent or any Secured Party a successor to any Grantor as a member or shareholder of any ULC, and neither the Collateral Agent, the Secured Parties, nor any of their respective successors and assigns hereunder shall be deemed to become a member or shareholder of any ULC by accepting this Agreement or exercising any right granted herein unless and until such time, if any, when the Collateral Agent, the Secured Parties, or any successor or assign expressly becomes a registered member or shareholder of any ULC. Each Grantor shall be entitled to receive and retain for its own account any dividends or other distributions, if any, in respect of the Pledged ULC Shares, and shall have the right to vote such Pledged ULC Shares and to control the direction, management and policies of the ULC issuing such Pledged ULC Shares to the same extent as such Grantor would if such Pledged ULC Shares were not pledged to the Collateral Agent until Collateral Agent has notified the applicable Grantor of Collateral Agent’s election to exercise such rights with respect to the Pledged ULC Shares pursuant to this Agreement. To the extent any provision hereof would have the effect of constituting the Collateral Agent or any Secured Party to be a member or shareholder of the ULC prior to such time, such provision shall be severed herefrom and be ineffective with respect to the relevant Pledged ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Pledged Collateral other than Pledged ULC Shares. Notwithstanding anything herein to the contrary (except to the extent, if any, that the Collateral Agent, any Secured Party or any of their respective successors or assigns hereafter expressly becomes a registered member or shareholder of any ULC), neither the Collateral Agent, the Secured Parties, nor any of their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. Except upon the exercise by the Collateral Agent or other Persons, of rights to sell or otherwise dispose of Pledged ULC Shares or other remedies following the occurrence and during the continuance of an Event of Default, each Grantor shall not cause or permit, or enable any ULC in which it holds Pledged ULC Shares to cause or permit, the Collateral Agent or any Secured Party to: (a) be registered as a member or shareholder of such

ULC, (b) have any notation entered in its favour in the share register of such ULC, (c) be held out as a member or shareholder of such ULC, (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Collateral Agent or a Secured Party holding a security interest in the Pledged ULC Shares, or (e) act as a member or shareholder of such ULC, or exercise any rights of a member or shareholder of such ULC, including the right to attend a meeting of such ULC or vote the shares of such ULC.

ARTICLE III
Security Interests in Personal Property

SECTION 3.01 Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby mortgages and charges to, and grants in favour of, the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its undertakings and present and after acquired personal property, including, any and all of the following assets now owned or at any time hereafter owned or acquired, by amalgamation or otherwise, by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title or interest (collectively, the “PPSA Collateral”):

(I) all Accounts;

(II) all Chattel Paper;

(III) all Money, cash and cash equivalents,

(IV) all Deposit Accounts, Securities Accounts and commodity accounts and all other demand, deposit, time, savings, cash management, passbook and similar accounts maintained by such Grantor with any bank or other financial institution and all monies, securities, Instruments and other investments deposited or required to be deposited in any of the foregoing;

(V) all Documents of Title;

(VI) [Reserved];

(VII) all Equipment;

(VIII) all Intangibles, including all Intellectual Property and all income, royalties, damages and payments now or hereafter due and/or payable under any such Intellectual Property, including damages or payments for past or future infringements or other violations thereof;

(IX) all Instruments;

(X) all Inventory;

(XI) all other Goods (other than “consumer goods” as that term is defined in the PPSA);

(XII) all Investment Property, Pledged Stock and Pledged Collateral;

(XIII) all letters of credit and letter-of-credit rights (whether or not the letter of credit is evidenced in writing);

(XIV) [Reserved];

(XV) all motor vehicles and other serial numbered goods;

(XVI) all other property not otherwise described above (except for Excluded Assets, any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);

(XVII) all books and records pertaining to the PPSA Collateral

(XVIII) all Software and all recorded data of any kind or nature, regardless of the medium of recording;

(XIX) all Contracts, together with all Contract Rights arising thereunder;

(XX) all other personal property not otherwise described in clauses (I) through (XX) above; and

(XXI) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; *provided* that in no event shall the Security Interest attach to (A) any Excluded Assets solely to the extent and only for so long as such asset constitute an Excluded Asset and (B) the Excluded Equity Interests solely to the extent and only for so long as such asset constitute an Excluded Equity Interest (it being understood that, to the extent the Security Interest shall not have attached to any such asset as a result of clauses (A) and (B) above, the term “PPSA Collateral” shall not include any such asset). Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement that prevented the grant of a security interest in any right, interest or other asset that would have, but for such restriction or condition, constituted Collateral, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, such previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements and financing change statements with respect to the PPSA Collateral or any part thereof (and continuation statement in respect thereof) and amendments thereto that (i) describe the collateral covered thereby in any manner that the Collateral Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the PPSA Collateral granted under this Agreement, including indicating the Collateral as “all assets”, “all personal property” of such Grantor or words of similar effect or the appropriate checked boxes, and (ii) contain the information required by the PPSA or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto with respect to the PPSA Collateral or any part thereof naming any Grantor as debtor or the Grantors as debtors and the Collateral Agent as secured party, if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest in PPSA Collateral consisting of Patents, Trademarks or Copyrights granted by each Grantor and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party. No Grantor shall be required to complete any filings or other action with respect to the perfection of the Security Interests created hereby in any Intellectual Property subsisting in any jurisdiction outside of Canada and the United States.

(c) The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(d) Each Grantor acknowledges that (i) value has been given, (ii) it has rights in its assets constituting the PPSA Collateral, (iii) it has not agreed to postpone the time for attachment of the security interest granted hereunder, and (iv) it has received a copy of this Agreement. The security interest of the Collateral Agent in the PPSA Collateral is intended to attach, as to all of the Collateral, and with respect to any particular item of the PPSA Collateral, upon the execution by such Grantor of this Agreement and such Grantor obtaining rights in such item of the PPSA Collateral or the power to transfer rights in such item of the PPSA Collateral to the Collateral Agent. Each Grantor acknowledges that this Agreement constitutes a security agreement as that term is defined in the PPSA. Each Grantor hereby waives the requirement to be provided with a copy of any verification statement issued in respect of a financing or financing change statement filed under the PPSA in connection with this Agreement to perfect the security interest created herein.

(e) The pledge and grant of security interest will not (i) extend or apply to the last day of the term of any lease or any agreement to lease now held or hereafter acquired by a Grantor, but should the Collateral Agent enforce this pledge and grant, the Grantor will thereafter stand possessed of such last day and must hold it in trust to assign it to the Collateral Agent or to any Person acquiring such term in the course of the enforcement of this assignment and mortgage and charge, (ii) extend or apply to any Consumer Goods, or (iii) render the Collateral Agent liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Grantor is a party or by which it is bound. Notwithstanding anything to the contrary in this agreement, the Grantors' grant of security in Trademarks (as defined in the *Trademarks Act* (Canada)) under this Agreement shall be limited to a grant by the Grantors of a security interest in all of the Grantors' right, title and interest in such Trademarks.

SECTION 3.02 Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good and valid rights in and title to the PPSA Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Collateral Agent, for the benefit of the Secured Parties, the Security Interest in such PPSA Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name (any French form of name or combined English/French form of name, as applicable), form of organization and jurisdiction of organization of each Grantor, location of the chief executive office, the registered office and jurisdictions in which it carries on business or has Inventory or other tangible personal property is correct and complete in all material respects as of the Effective Date (except that the information therein with respect to the exact legal name of each Grantor shall be true and correct in all respects). The PPSA financing statements or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified on Schedule IV.B hereto (or specified by notice from the Borrower to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03, 5.11 or 5.12 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in PPSA Collateral consisting of Canadian Designs and Canada and United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral in which the Security Interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral consisting of registered or applied for Designs, Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof). The Grantors represent and warrant that a fully executed Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, in each case containing a description of the PPSA Collateral consisting of Canadian Designs and Canadian or United States registered Patents, Canadian and United States registered Trademarks and Canadian and United States registered Copyrights (and applications for any of the foregoing), as applicable, and executed by each Grantor owning any such PPSA Collateral, have been delivered to the Collateral Agent for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral consisting of Designs, Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral consisting of registered or applied for Designs, Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the PPSA Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in paragraph (b) of this Section 3.02, a perfected security interest in all PPSA Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document under the PPSA and (iii) subject to the filings described in paragraph (b) of this Section 3.02, a security interest that shall be perfected in all PPSA Collateral in which a security interest may be perfected upon the receipt and recording of a Patent Security Agreement, a Trademark Security Agreement and a Copyright Security Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-

month period after the date hereof pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period after the date hereof pursuant to 17 U.S.C. § 205.

(d) The Security Interest is and shall be prior to any other Lien on any of the PPSA Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement. The PPSA Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the PPSA or any other applicable laws covering any PPSA Collateral, (ii) any assignment in which any Grantor assigns any PPSA Collateral or any security agreement or similar instrument covering any PPSA Collateral with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any PPSA Collateral or any security agreement or similar instrument covering any PPSA Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(e) As of the date hereof, Schedule III sets forth a true and accurate list of (i) all Canadian Designs, Canadian and United States registrations of and applications for Patents, Trademarks, and Copyrights owned by any Grantor that are registered or applied-for in the Canadian Intellectual Property Office, the United States Patent and Trademark office or the United States Copyright Office and (ii) all Copyright Licenses pursuant to which any Grantor is granted an exclusive license to one or more registered Canadian and United States Copyrights that are specifically identified in such Copyright License.

(f) As of the date hereof, Schedule IV.C sets forth a true and accurate list of all Material Real Property.

(g) [Reserved].

(h) As of the date hereof, Schedule II(A)(2) of the Perfection Certificate sets forth a true and accurate list of all “Deposit Accounts” “Securities Accounts” and “Commodity Accounts” owned by each Grantor, including the name of the Grantor that is the account owner, the financial institution with which such account is held or maintained. As of the Effective Date or as otherwise provided in the Credit Agreement, each Grantor shall have entered into a customary control agreements to the extent required pursuant to Section 3.04(e).

SECTION 3.03 Covenants.

(a) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the PPSA Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the PPSA Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement, subject to Section 6.05 of the Credit Agreement and the rights of such Grantor under Section 9.15 of the Credit Agreement and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents.

(b) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent or the Required Lenders may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents (including such filings with the Canadian Intellectual Property Office, the United States Patent and

Trademark Office and the United States Copyright Office, as applicable) in connection herewith or therewith. If any amount payable under or in connection with any of the PPSA Collateral shall be or become evidenced by any promissory note (which may be a global note) or other instrument (other than any promissory note or other instrument in an aggregate principal amount of less than \$1,000,000 individually owed to the applicable Grantor by any Person), such note or instrument shall be promptly (but in any event within 5 Business Days of receipt by such Grantor or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders) may agree in its reasonable discretion) pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, together with an undated instrument of transfer duly executed in blank and in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt written notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to identify specifically any asset or item that may constitute an application or registration for any Design, Patent, Trademark or Copyright; *provided* that any Grantor shall have the right, exercisable within 5 Business Days (or such longer period as shall be agreed by the Borrower and the Collateral Agent) after it has been notified in writing by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy (i) with respect to such supplement or additional schedule or (ii) of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that, at the reasonable request of the Collateral Agent, it will take such action as shall be reasonably necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 5 Business Days (or such longer period as shall be agreed by the Borrower and the Collateral Agent (acting at the Direction of the Required Lenders)) after the date it has been notified in writing by the Collateral Agent (acting at the Direction of the Required Lenders) of the specific identification of such Collateral.

In the event that any such Grantor, whether by acquisition, assignment, filing or otherwise, acquires any right in Intellectual Property (including, without limitation, continuation-in-part patent applications) after the date hereof (collectively, the “After-Acquired Intellectual Property”), such After-Acquired Intellectual Property shall automatically be included as part of the Collateral and shall be subject to the terms and conditions of this Agreement. Within the time period specified in Section 5.03(b) of the Credit Agreement, such Grantor shall (i) provide the Collateral Agent an updated Schedule III identifying the After-Acquired Intellectual Property issued by, registered with or filed in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, as applicable, acquired during such fiscal year; and (ii) promptly execute and file with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, as applicable, a Patent Security Agreement, Trademark Security Agreement or Copyright Security Agreement, as applicable (or a supplement to an existing Patent Security Agreement, Trademark Security agreement or Copyright Security Agreement, as applicable), to record the grant of the security interest hereunder in such After-Acquired Intellectual Property. As soon as practicable upon each such filing and recording, such Grantor shall deliver to the Collateral Agent true and correct copies of the relevant documents, instruments and receipts evidencing such filing and recording.

(c) If an Event of Default shall have occurred and is continuing and the Collateral Agent (acting at the Direction of the Required Lenders) shall have notified (which may be substantially concurrent notice) the Grantors of its intent to exercise such rights, at its option, the Collateral Agent (acting at the Direction of the Required Lenders) may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the PPSA Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the PPSA Collateral to the extent any Grantor fails to do so as required by the Credit Agreement, this Agreement or any other Loan Document and within a reasonable period of time after the Collateral Agent has requested in writing that it do so, and each Grantor jointly and severally agrees to

reimburse the Collateral Agent, within 5 days after demand, for any reasonable payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(d) Each Grantor shall remain liable, as between such Grantor and the relevant counterparty under each contract, agreement or instrument relating to the PPSA Collateral, to observe and perform all the conditions and obligations to be observed and performed by it under such contract, agreement or instrument, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

(e) It is understood that no Grantor shall be required by this Agreement to perfect the security interests created hereunder by any means other than (i) filings pursuant to the PPSA, (ii) filings with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or United States Copyright Office (or any successor office) in respect of registered Intellectual Property (*provided* that, with respect to Licenses, such filings shall be limited to exclusive Copyright Licenses under which such Grantor is a licensee), and (iii) in the case of Collateral that constitutes Tangible Chattel Paper, Pledged Securities, Instruments, Certificated Securities or Negotiable Documents, delivery thereof to the Collateral Agent in accordance with the terms hereof (together with, where applicable, undated stock powers, allonges or other undated proper instruments of assignment) and in the case of Collateral that constitutes Pledged Equity Interests that are not represented by a certificate, the actions provided in Article II hereof. Other than set forth in Section 5.19 of the Credit Agreement, no Grantor shall be required to deliver control agreements with respect to Deposit Accounts and other bank or securities accounts.

(f) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the occurrence and during the continuance of an Event of Default and after notice to the Borrower of its intent to exercise such rights, of making, settling and adjusting claims in respect of PPSA Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required under the Credit Agreement or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable out-of-pocket attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within 5 days of demand, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

(g) If any Pledged Collateral of any Grantor is or shall become represented by an Uncertificated Security (as such term is defined in the STA), such Grantor shall not consent to or permit the issuer thereof to take any action to grant "control" (within the meaning of the STA) thereof to any person other than the Collateral Agent. Each Grantor which is an issuer of any uncertificated Pledged Collateral described in this Section hereby agrees to comply with all instructions from the Collateral Agent without further consent of the registered owner thereof, in each case subject to the notice requirements set forth in Section III hereof.

SECTION 3.04 Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following PPSA Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments constituting Collateral (other than Instruments with a face amount of less than \$1,000,000 individually and other than cheques to be deposited in the ordinary course of business), such Grantor shall promptly (but in any event within 5 Business Days of receipt by such Grantor or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders) may agree in its sole discretion) endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Investment Property. Except to the extent otherwise provided in Article II (and except for such as would constitute Excluded Assets), if any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request. In the case of Collateral that constitutes Pledged Equity Interests that are not represented by a certificate, each Grantor shall forthwith take all actions with respect to such Pledged Equity Interests as provided by Article II hereof.

(c) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit with a face amount in excess of \$1,000,000 individually, now or hereafter issued in favour of such Grantor that is not a Supporting Obligation with respect to any of the Collateral, such Grantor shall promptly notify the Collateral Agent thereof and, at the written request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) use best efforts to arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under such letter of credit or (ii) use best efforts to arrange for the Collateral Agent to become the transferee beneficiary of such letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under such letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred and is continuing.

(d) [Reserved].

(e) Deposit Accounts; Securities Accounts. Each Grantor hereby agrees, with respect to all Deposit Accounts and Securities Accounts that are at any time owned by any Grantor (such Deposit Accounts and Securities Accounts, "Owned Accounts"), to, enter into an Account Control Agreement with respect to each Owned Account, to be made among the Grantor(s) that is the owner of such Owned Account, the applicable depository bank or securities intermediary (as the case may be) and the Collateral Agent, in each case in form and substance reasonably satisfactory to the Collateral Agent (acting at the direction of the Required Lenders) and the Borrower, by no later than (i) in the case of all Owned Accounts in existence as of the Effective Date, the Effective Date (or such longer period as the Collateral Agent (acting at the direction of the Required Lenders) may reasonably agree or as otherwise required in the Credit Agreement), and (ii) in the case of any Owned Accounts opened or acquired at any time after the Effective Date, the same date on which such Owned Account was opened or acquired (or such longer period as the Agent (acting at the direction of the Required Lenders) may reasonably agree).

(f) Grantors Remain Liable.

(i) Each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the

conditions and obligations to be observed and performed by it under any Contract relating to the Collateral, all in accordance with the terms and conditions thereof. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating to such Contract pursuant hereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or sufficiency of any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

(ii) Each Grantor assumes all liability and responsibility in connection with the Collateral acquired by it, and the liability of such Grantor to pay its Secured Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Grantor.

(iii) Notwithstanding anything herein to the contrary, each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable under each of the Accounts to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to such Accounts. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating to such Account pursuant hereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

SECTION 3.05 Covenants Regarding Design, Patent, Trademark and Copyright Collateral.

(a) Except to the extent failure to so act could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject to Section 6.05 of the Credit Agreement, with respect to registration or pending application of each item of its Intellectual Property for which such Grantor has standing to do so, each Grantor agrees to take, at its own expense, all necessary steps to (i) maintain the validity and enforceability of any registered Intellectual Property (or applications therefor) and to maintain such registrations and applications of Intellectual Property in full force and effect and (ii) pursue the registration and maintenance of each Design, Patent, Trademark or Copyright registration or application, now or hereafter included in the Intellectual Property of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject

to section 6.05 of the Credit Agreement, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, become publicly known or lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement and subject to section 6.05 of the Credit Agreement, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property, including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property after the Effective Date (excluding any Excluded Assets), (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become Intellectual Property subject to the terms and conditions of this Agreement.

(e) Nothing in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue or otherwise allowing to lapse, terminate or put into the public domain any of its Intellectual Property to the extent permitted by the Credit Agreement or if such Grantor otherwise determines in its reasonable business judgment that such Intellectual Property is no longer material or useful in the conduct of its business.

ARTICLE IV Remedies

SECTION 4.01 Remedies upon Default. If an Event of Default shall have occurred and is continuing and, other than in the case of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement, the Collateral Agent shall have notified (which may be substantially concurrent notice) the Grantors in writing of its intent to exercise such rights, each Grantor agrees to deliver, on demand, each item of Collateral to the Collateral Agent or any Person designated by the Collateral Agent, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any PPSA Collateral consisting of Intellectual Property, on demand, to require each Grantor, at its own expense, to assign the entire right, title and interest of such Grantor in, to, and under any or all such Intellectual Property to the Collateral Agent, for the benefit of the Secured Parties, or to license or sublicense, whether on an exclusive or non-exclusive basis, any such Intellectual Property throughout the world on such terms and conditions and in such manner as the Collateral Agent (acting at the Direction of the Required Lenders) shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal process and with or without demand for performance but with notice (which need not be prior notice), to take possession of the PPSA Collateral and the Pledged Collateral and without liability for trespass to enter any premises where the PPSA Collateral or the Pledged Collateral may be located for the purpose of taking possession of or removing the PPSA Collateral and the Pledged Collateral and, generally, to exercise any and all rights afforded to a secured party under the PPSA or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict

the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors written notice (which may be substantially concurrent notice) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion (acting at the Direction of the Required Lenders)) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in the PPSA or its equivalent in other jurisdictions.

Without in any way limiting the foregoing, the Collateral Agent shall have the right, if it so elects, to seek the appointment of a receiver, interim receiver, receiver-manager, or a receiver and manager or keeper (each a "Receiver") to take possession of the PPSA Collateral and to enforce any of the Collateral Agent's remedies, or may institute proceedings in any court of competent jurisdiction for the appointment of such Receiver and each Grantor hereby consents to such rights and such appointment and hereby waives

any objection each Grantor may have thereto or the right to have a bond or other security posted by the Collateral Agent. Any such Receiver given and shall have the same powers and rights and exclusions and limitations of liability as the Collateral Agent has under this Agreement, at law or in equity. To the extent permitted by applicable law, any Receiver appointed by the Collateral Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Collateral Agent of each Grantor and not of the Collateral Agent. The Collateral Agent may from time to time fix the Receiver's remuneration and the applicable Grantor shall pay the amount of such remuneration to the Collateral Agent. The Collateral Agent may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Collateral Agent. A court need not appoint, ratify the appointment by the Collateral Agent, or otherwise supervise in any manner the actions, of any Receiver. Upon a Grantor receiving notice from the Collateral Agent of the taking of possession of the PPSA Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of such Grantor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent. The term "Agent" when used in the remedial sections of this Agreement will include any such receiver, interim receiver, receiver and manager or agent so appointed and the agents, officers and employees of such receiver, interim receiver, receiver and manager or agent. In the absence of Collateral Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, the Collateral Agent and the Secured Parties will not be in any way responsible for any misconduct or negligence of any such receiver, interim receiver, receiver and manager or agent.

SECTION 4.02 Application of Proceeds. Subject to any applicable Intercreditor Agreement, the Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment of all other costs and expenses incurred by the Secured Parties (other than the Collateral Agent) and their agents and counsel in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by such Secured Parties hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

THIRD, to the payment of that portion of the Secured Obligations constituting accrued and unpaid interest on the Loans and any fees, premiums and scheduled periodic payments due in respect of Secured Cash Management Obligations or Secured Swap Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause THIRD on the date of any such distribution);

FOURTH, to the payment of that portion of the Secured Obligations constituting unpaid principal of the Loans and any breakage, termination or other payments in respect of Secured Cash Management Obligations or Secured Swap Obligations (the amounts so applied to be distributed

among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause FOURTH on the date of any such distribution);

FIFTH, to the payment in full of all other Secured Obligations that are due and payable to the Collateral Agent and the other Secured Parties on such date (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them pursuant to this clause FIFTH on the date of any such distribution); and

SIXTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Notwithstanding the foregoing, the proceeds of any collection or sale of Collateral of any Grantor shall not be applied to any Excluded Swap Obligations of such Grantor.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral is insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by the Collateral Agent or any other Secured Party to collect such deficiency.

SECTION 4.03 Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement, each Grantor, solely upon the occurrence and during the continuance of an Event of Default, grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral consisting of Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein and (b) is not prohibited by any Requirements of Law; *provided* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent (acting at the Direction of the Required Lenders), during the continuation of an Event of Default; *provided further*, that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 4.04 Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the applicable securities laws, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with applicable securities laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent

transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under applicable securities laws to the extent the Collateral Agent has determined that such a registration is not required by any Requirement of Law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favourable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent and the other Secured Parties shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE V Miscellaneous

SECTION 5.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of Holdings and the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02 Waivers; Amendment.

(a) No failure or delay by the Collateral Agent or any other Secured Party in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the other Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent or any other Secured Party may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified (other than pursuant to supplements expressly contemplated hereby) except pursuant to an agreement or agreements in writing entered into by the Collateral Agent (acting at the Direction of the

Required Lenders) and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 5.03 Collateral Agent's Fees and Expenses; Indemnification.

(a) Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Collateral Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the "Borrower" shall be deemed to be a reference to "each Grantor" and each reference therein to the "Administrative Agent" shall be deemed to be a reference to the "Collateral Agent".

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of one counsel and one local counsel in each applicable jurisdiction (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict notifies the Borrower of the existence of such conflict and thereafter retains its own counsel, one additional counsel for such affected Indemnitee) for all Indemnitees (which may include a single special counsel acting in multiple jurisdictions), incurred by or asserted against any Indemnitee by any third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings, the Borrower, any Subsidiary or any Intermediate Parent and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties.

(c) To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or the use of the proceeds thereof.

(d) The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable not later than 5 Business Days after written demand therefor; *provided, however*, any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such

payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 5.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Collateral Agent, any Lender or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as (a) all the Loan Document Obligations (excluding contingent obligations for which no claim has been made) have been paid in full in cash and (b) all Commitments have terminated or expired.

SECTION 5.06 Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof (or of a Supplement) executed by such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof (or of such Supplement) shall have been executed by the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 5.08 Subordination. Notwithstanding any provision of this Agreement or any other Loan Document to the contrary, all rights of the Grantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of all of the Secured Obligations. No failure on the part of the Borrower or any other Grantor to make any payments required under applicable law or otherwise shall in any respect limit the obligations and liabilities

of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

SECTION 5.09 Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

(a) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Province of Ontario; provided that any suit seeking enforcement against any PPSA Collateral or other property may be brought, at Collateral Agent's option, in the courts of any jurisdiction where such PPSA Collateral or other property may be found; including the state courts and, to the extent permitted by applicable law, Federal Courts located in the County of New York, State of New York. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its respective properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Grantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 5.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS

AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12 Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 5.13 Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Loan Document Obligations (other than contingent obligations not yet due) have been paid in full in cash and (ii) all Commitments have terminated or expired, in each case, to the extent provided in the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement. A Loan Party shall also be released from its obligations under this Agreement at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5.14 Additional Grantors. Pursuant to the Credit Agreement, any Subsidiary or Intermediate Parent may, or may be required to, become a Grantor after the date hereof. Upon execution and delivery by the Collateral Agent and any Subsidiary or Intermediate Parent of a Supplement, such Subsidiary or Intermediate Parent shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary or Intermediate Parent as a party to this Agreement.

SECTION 5.15 Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the

continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and written notice by the Collateral Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, cheques, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact (as determined by a court of competent jurisdiction in a final and non-appealable judgement).

SECTION 5.16 Intercreditor Agreement Governs. Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreements, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreements, and (iii) authorizes (or is deemed to authorize) the Collateral Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreements. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of this Agreement and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall control.

SECTION 5.17 Reinstatement. The obligations of the Grantors under this Agreement shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or other Loan Party in respect of the Secured Obligations is rescinded or must be otherwise restored by any holder of any of the Secured Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

SECTION 5.18 Amalgamation. Each Grantor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Grantor", when used herein, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the security interest granted hereby:

(a) shall extend to Collateral owned by each of the amalgamating corporations and the amalgamated or surviving corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation, and

(b) shall secure all Secured Obligations of each of the amalgamating corporations and the amalgamated or surviving corporation to the Collateral Agent and Secured Parties at the time of amalgamation and all Secured Obligations of the amalgamated corporation to the Collateral Agent and Secured Parties thereafter arising. The security interest shall attach to all Collateral owned by each corporation amalgamating with any Grantor, and by the amalgamated or surviving corporation, at the time of the amalgamation, and shall attach to all Collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

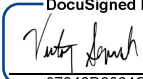
SECTION 5.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Grantor in respect of any such sum due from it to the Collateral Agent shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Collateral Agent, of any sum adjudged to be so due in the Judgment Currency, the Collateral Agent, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Collateral Agent from any Grantor in the Agreement Currency, such Grantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Collateral Agent in such currency, the Collateral Agent, agrees to return the amount of any excess to such Grantor (or to any other Person who may be entitled thereto under applicable law).

[Remainder of Page Intentionally Blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

CYXTERA COMMUNICATIONS CANADA, ULC

By: 
Name: Victor Semah
Title: Chief Legal Officer

CYXTERA CANADA TRS, ULC

By: 
Name: Victor Semah
Title: Chief Legal Officer

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: John McMichael
Name: John McMichael
Title: Assistant Vice President

Schedule I
to Canadian First Lien Priority Collateral Agreement

Name	Form of Organization	Jurisdiction of Formation	Chief Executive Office	Registered Office
Cyxtera Communications Canada, ULC	Unlimited Liability Corporation	Alberta	BAC Colonnade Office Towers 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 USA	Suite 1600 421 – 7 th Avenue SW Calgary, AB T2P 4K9
Cyxtera Canada TRS, ULC	Unlimited Liability Corporation	Alberta	BAC Colonnade Office Towers 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 USA	Suite 1600 421 – 7 th Avenue SW Calgary, AB T2P 4K9

Schedule II
to Canadian First Lien Priority Collateral Agreement

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Owned Equity Interests Pledged
Cyxtera Communications Canada, ULC	Cyxtera Canada TRS, ULC	C-2	100	100%

PLEDGED DEBT SECURITIES

Nil

Schedule III
to Canadian First Lien Priority Collateral Agreement

INTELLECTUAL PROPERTY

1. Registered Copyrights and Copyright Applications

Nil

2. Patents and Patent Applications

Nil

3. Registered Trademarks and Trademark Applications

Nil

4. Registered Designs and Design Applications

Nil

Schedule IV.A
to Canadian First Lien Priority Collateral Agreement

[Reserved]

Schedule IV.B
to Canadian First Lien Priority Collateral Agreement

FILING OFFICES

Grantor	Filing Office
Cyxtera Communications Canada, ULC	Alberta, British Columbia, Ontario, Quebec
Cyxtera Canada TRS, ULC	Alberta

Schedule IV.C
to Canadian First Lien Priority Collateral Agreement

REAL PROPERTY

Nil

Exhibit A
to Canadian First Lien Priority Collateral Agreement

SUPPLEMENT NO. __, dated as of __, 20__ (this “Supplement”), to the Collateral Agreement (as defined below), by and [between/among] __, a [jurisdiction] [type of entity] (the “New Grantor”), and Wilmington Savings Fund Society, FSB, as collateral agent under the Collateral Agreement (in such capacity, the “Collateral Agent”).

A. Reference is made to (i) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Cyxtera DC Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent and the various other parties thereto, (ii) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (iii) that certain Canadian First Lien Priority Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantors from time to time party thereto and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Guarantee Agreement and the Collateral Agreement, as applicable.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to extend credit to the Borrower. Section 5.14 of the Collateral Agreement provides that any additional Subsidiary or Intermediate Parent may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned New Grantor is executing this Supplement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1 In accordance with Section 5.14 of the Collateral Agreement, the New Grantor by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof; provided that each reference therein to the Perfection Certificate shall be deemed to refer to the schedules to this Supplement. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Credit Agreement other than Excluded Swap Obligations of the New Grantor), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Grantor’s right, title and interest in, to and under the Pledged Collateral and the PPSA Collateral. Each reference to a “Grantor” in the Collateral Agreement shall be deemed to include the New Grantor. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2 The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3 This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the New Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Collateral Agreement and the Credit Agreement.

SECTION 4 The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Grantor, its form of organization and jurisdiction of formation, the location of its chief executive office and registered office, and jurisdictions in which it carries on business or has Inventory or other tangible personal property, (b) Schedule II sets forth a true and complete list, with respect to the New Grantor, of (i) all the Equity Interests owned by the New Grantor in any Person and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and (c) Schedule III attached hereto sets forth, as of the date hereof, (i) all of the New Grantor's Patents and Designs constituting PPSA Collateral, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent and Design owned by the New Grantor, (ii) all of the New Grantor's Trademarks constituting PPSA Collateral, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Grantor, and (iii) all of the New Grantor's Copyrights constituting PPSA Collateral, including the name of the registered owner, title and, if applicable, the registration number of each such Copyright owned by the New Grantor, (iv) [Reserved], (v) Schedule IV.B attached hereto sets forth, as of the date hereof, each governmental, municipal or other office at which any filing, recording or registration (other than filings required to be made in the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in PPSA Collateral of the New Grantor consisting of Canadian and United States Patents, Trademarks and Copyrights) that is necessary to establish a legal, valid and perfected security interest in favour of the Collateral Agent, for the benefit of the Secured Parties, in respect of all PPSA Collateral of the New Grantor in which the Security Interest may be perfected by filing, recording or registration in Canada, the United States (or any province, territory or political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any PPSA Collateral of the New Grantor consisting of registered or applied for Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof) and (vi) Schedule IV.C attached hereto includes a list of all Material Real Property of such New Grantor to be encumbered by a Mortgage.

SECTION 5 Except as expressly supplemented hereby, the Collateral Agreement as in effect immediately prior to the effectiveness of this Supplement shall remain in full force and effect.

SECTION 6 **This Supplement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.**

SECTION 7 Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8 All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9 The New Grantor agrees to reimburse the Collateral Agent for its fees and expenses incurred hereunder and under the Collateral Agreement as provided in Section 9.03(a) of the Credit Agreement; *provided* that each reference therein to the “Borrower” shall be deemed to be a reference to “the New Grantor” and each reference therein to the “Administrative Agent” shall be deemed to be a reference to the “Collateral Agent”.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[NEW GRANTOR], as New Grantor

By: _____
Name: _____
Title: _____

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: _____
Name: _____
Title: _____

Schedule I
to Supplement No. ____ to
First Lien Priority Collateral Agreement

Name	Form of Organization	Jurisdiction of Formation	Chief Executive Office and Registered Office	Jurisdictions

Schedule II
to Supplement No. __ to
First Lien Priority Collateral Agreement

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Date of Note	Maturity Date

Schedule III
to Supplement No. ____ to
First Lien Priority Collateral Agreement

INTELLECTUAL PROPERTY

Schedule IV.A
to Supplement No. ____ to
First Lien Priority Collateral Agreement

[Reserved].

Schedule IV.B
to Supplement No. ____ to
First Lien Priority Collateral Agreement

FILING OFFICES

Schedule IV.C
to Supplement No. ____ to
First Lien Priority Collateral Agreement

REAL PROPERTY

Exhibit B
to Canadian First Lien Priority Collateral Agreement

CANADIAN PATENT AND DESIGN SECURITY AGREEMENT, dated as of _____, 20__ (this “Agreement”), by and [between/among] _____, a [jurisdiction] [type of entity] (the “Grantor”), and Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Cyxtera DC Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent and the various other parties thereto, (b) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Priority Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Patents and Designs now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Patent and Design Collateral”).

SECTION 3 Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Design Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name: _____
Title: _____

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: _____
Name: _____
Title: _____

Schedule I
to Patent and Design Security Agreement

Exhibit C
to Canadian First Lien Priority Collateral Agreement

CANADIAN TRADEMARK SECURITY AGREEMENT, dated as of _____, 20____ (this “Agreement”), by and [between/among] _____, a [jurisdiction] [type of entity] (the “Grantor”), and Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation (“Holdings”), Cyxtera DC Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent and the various other parties thereto, (b) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Priority Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Trademark Collateral”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or proposed-use applications with respect thereto.

SECTION 3 Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when

taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: _____
Name:
Title:

Schedule I
to Trademark Security Agreement

Exhibit D
to Canadian First Lien Priority Collateral Agreement

CANADIAN COPYRIGHT SECURITY AGREEMENT, dated as of _____, 20____ (this "Agreement"), by and [between/among] _____, a [jurisdiction] [type of entity] (the "Grantor"), and Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain First Lien Priority Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cyxtera DC Parent Holdings, Inc., a Delaware corporation ("Holdings"), Cyxtera DC Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent and the various other parties thereto, (b) that certain First Lien Pari Passu Guarantee Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by and among Holdings, the Borrower, the other Guarantors from time to time party thereto and the Administrative Agent, and (c) that certain Canadian First Lien Priority Collateral Agreement, dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Copyrights now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I, and any exclusive Copyright Licenses under which such Grantor is a licensee, including those listed on Schedule II (collectively, the "Copyright Collateral").

SECTION 3 Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[GRANTOR], as Grantor

By: _____
Name: _____
Title: _____

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: _____
Name: _____
Title: _____

Schedule I
to Copyright Security Agreement

Schedule II
to Copyright Security Agreement

This is **Exhibit "J"** referred to in the Affidavit of
Eric Koza Sworn before me this 6th day of June, 2023



A Notary Public in and for the State of New York



SUSAN D. GOLDEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GO6225002
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JULY 19, 2026

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS, IN EACH CASE, SUBJECT TO THE TERMS HEREOF.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.02, this “**Agreement**”) is made and entered into as of May 4, 2023 (the “**Execution Date**”), by and among the following parties, each in the capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (iv) of this preamble, a “**Party**” and, collectively, the “**Parties**”):¹

- i. Cyxtera Technologies, Inc., a company incorporated under the Laws of Delaware (“**Cyxtera**”), and each of its Affiliates listed on Exhibit A to this Agreement that have executed and delivered, or, in the future, executes and delivers, counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the “**Company Parties**”);
- ii. As applicable, the undersigned holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, RCF Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting RCF Lenders**”);
- iii. the undersigned holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder,

¹ Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the “**Consenting Term Lenders**,” and along with the Consenting RCF Lenders, the “**Consenting Lenders**”); and

- iv. certain undersigned holders of outstanding Equity Interests (the “**Consenting Sponsors**,” and, together with the Consenting Lenders, the “**Consenting Stakeholders**”).

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders, including those Consenting Term Lenders that are members of an ad hoc group represented by Gibson, Dunn & Crutcher LLP and Houlihan Lokey Capital, Inc. (the “**AHG**”), have in good faith and at arms’ length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (the “**Restructuring Term Sheet**,” and such transactions as described in this Agreement and the Restructuring Term Sheet, the “**Restructuring Transactions**”);

WHEREAS, the Restructuring Transactions set forth in the Restructuring Term Sheet contemplate a restructuring through either the sale of some or all of the Company Parties’ business enterprise (a “**Sale Transaction**”) and/or a recapitalization of the Company Parties’ balance sheet (a “**Recapitalization Transaction**”);

WHEREAS, to the extent applicable, the Parties have agreed that to the extent a Sale Transaction is not consummated out of court prior to the Toggle Date, then the Company Parties shall commence voluntary, jointly administered cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”) and pursue either a Sale Transaction or Recapitalization Transaction in the Bankruptcy Court; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation.*

1.01. **Definitions.** The following terms shall have the following definitions:

“**Acceptable Transaction**” has the meaning set forth in the Restructuring Term Sheet.

“Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

“Agreement” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 (including the Restructuring Term Sheet).

“Agreement Effective Date” means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“Agreement Effective Period” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

“AHG” has the meaning set forth in the recitals to this Agreement.

“AHG Lease Restructuring Advisor” means an advisor to the AHG with respect to the analysis, negotiation, modification, assumption, and/or rejection of the Company Parties’ unexpired lease portfolio.

“AHG Professionals” means (i) Gibson, Dunn & Crutcher LLP, as legal counsel to the AHG; (ii) Houlihan Lokey Capital, Inc., as financial advisor to the AHG; (iii) the AHG Lease Restructuring Advisor; (iv) one local legal counsel retained by the AHG in connection with the Restructuring Transactions; and (v) any other advisors retained by the AHG with the consent of the Company Parties (not to be unreasonably withheld, conditioned, or delayed).

“Alternative Restructuring Proposal” means any written or oral plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, debt incurrence (including, without limitation, any debtor-in-possession financing or exit financing) or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

“Bankruptcy Code” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Court” means the United States Bankruptcy Court in which the Chapter 11 Cases are commenced or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

“Bidding Procedures” means procedures governing the submission and evaluation of bids to purchase some or all of the Company’s assets or equity.

“Bidding Procedures Motion” means the motion to be filed by the Debtors in the Chapter 11 Cases seeking entry of the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

“Bridge Facility” has the meaning set forth in the Restructuring Term Sheet.

“Bridge Facility Documents” means the credit agreement governing the Bridge Facility (as defined in the Restructuring Term Sheet) and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

“Causes of Action” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Company Claims/Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Claim” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

“Company Claims/Interests” means any Claim against, or Equity Interest in, a Company Party, including the RCF Claims and the Term Loan Claims.

“Company Parties” has the meaning set forth in the recitals to this Agreement.

“Company Professionals” means (i) Kirkland & Ellis LLP; (ii) Guggenheim Securities, LLC; and (iii) Alix Partners, LLP, each in its capacity as advisor to the Company Parties.

“Company Releasing Party” means each of the Company Parties, and, to the maximum extent permitted by law, each of the Company Parties, on behalf of their respective Affiliates and Related Parties.

“Confidentiality Agreement” means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

“Confirmation Order” means the confirmation order with respect to the Plan.

“Consenting Lenders” has the meaning set forth in the preamble of this Agreement.

“Consenting RCF Lenders” has the meaning set forth in the preamble of this Agreement.

“Consenting Sponsors” has the meaning set forth in the preamble of this Agreement.

“Consenting Sponsors’ Professionals” means Latham & Watkins, LLP in its capacity as advisor to the undersigned Consenting Sponsors.

“Consenting Stakeholder Releasing Party” means, each of, and in each case in its capacity as such: (a) the Consenting Stakeholders; (b) the Prepetition Agent; (c) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (d); and (d) to the maximum extent permitted by Law, each Related Party of each Entity in clause (a) through this clause (d).

“Consenting Stakeholders” has the meaning set forth in the preamble to this Agreement.

“Consenting Term Lenders” has the meaning set forth in the preamble to this Agreement.

“Debtors” means the Company Parties that commence Chapter 11 Cases.

“Definitive Documents” means all documents, instruments, deeds, notifications, agreements, and filings related to documentation, implementation, and consummation of the Restructuring Transactions, including, without limitation: (A) the Plan; (B) the Confirmation Order; (C) the Disclosure Statement; (D) the Disclosure Statement Order; (E) the First Day Pleadings and all orders sought pursuant thereto; and (F) the Plan Supplement; (G) the DIP Order; (H) the DIP Documents; (I) the Exit Facility Documents; (J) the Solicitation Materials; (K) the First Lien Credit Agreement Amendment; (L) the Sale Documents; (M) the Bridge Facility Documents; and (N) the Scheduling Order, including any amendments, modifications, or supplements thereto.

“Diligence Materials” means (i) a DIP Facility sizing analysis; (ii) an analysis of projected lease and executory contract rejections and renegotiations in the context of a Recapitalization Transaction, including damage calculations under section 502(b)(6) of the Bankruptcy Code; (iii) an analysis of potential cost savings associated with the renegotiation of existing leases and contracts in the context of a Sale Transaction; (iv) both (A) a preliminary 1Q2023 financial update, including reasonably detailed MD&A, key operational KPIs such as churn and occupancy, and an overview of 2QTD trends, and (B) a draft 10Q filing in respect of 1Q2023, (v) updated financial and operational guidance for FY2023; (vi) a reasonably detailed revenue build-up for FY2023; (vii) a reasonably detailed budget, including with respect to

projected capital expenditures for FY2023 and FY2024; (viii) an updated 13-week cash flow forecast; (ix) an updated business plan, which shall have a case accounting for a potential Recapitalization Transaction and a status quo case, (x) a detailed summary of all employee retention and incentive programs applicable to the Company Parties, including aggregate amounts implicated, duration, timing of payments, number of employees included, supporting detail prepared by the Company's compensation consultant and, solely with respect to any insiders and key management-level employees, an employee-by-employee breakdown of the timing and amount of contemplated payments; and (xi) an update on the Marketing Process, including the identity of each potential bidder that has been contacted and the identity of each potential bidder that has signed a confidentiality agreement with the Company Parties.

"DIP Agent" means the administrative agent under the DIP Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Credit Agreement, each of which shall be acceptable to the Required Consenting Term Lenders and the Company Parties.

"DIP Credit Agreement" means the debtor-in-possession financing credit agreement by and among certain Company Parties, the DIP Agent, and the lenders party thereto setting forth the terms and conditions of the DIP Facility.

"DIP Documents" means, collectively, the DIP Credit Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

"DIP Facility" means the new superpriority secured term loans to be made in accordance with the DIP Credit Agreement.

"DIP Order" means, as applicable, the interim and final orders of the Bankruptcy Court setting forth the terms of the debtor-in-possession financing, which shall be consistent with the DIP Credit Agreement.

"Disclosure Statement" means the related disclosure statement with respect to the Plan.

"Disclosure Statement Order" means an order entered by the Bankruptcy Court approving the adequacy of the Disclosure Statement.

"Entity" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"Equity Interests" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"Execution Date" has the meaning set forth in the preamble to this Agreement.

“Exit Facilities” means the First-Out Take-Back Debt Facility and the Second-Out Take-Back Debt Facility.

“Exit Facility Documents” means the credit agreements governing the Exit Facilities and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“Final Bids” means final bids submitted by the Potential Purchasers in the Marketing Process.

“First Day Pleadings” means the first-day pleadings that the Company Parties, in consultation with the Consenting Term Lenders, determine are necessary or desirable to file.

“First Lien Claims” means, collectively, the RCF Claims and the Term Loan Claims.

“First Lien Credit Agreement” means that certain First Lien Credit Agreement, dated as of May 17, 2017, among Cyxtera DC Holdings, as the borrower, the lenders from time to time party thereto, and Citibank, N.A., as administrative agent for such lenders (as amended, supplemented or otherwise modified from time to time).

“First Lien Credit Agreement Amendment” means that certain amendment to the First Lien Credit Agreement as described in the Restructuring Term Sheet.

“First Lien Credit Documents” means the First Lien Credit Agreement, the First Lien Credit Agreement Amendment, and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“First-Out Take-Back Debt Facility” means a senior secured, first lien “first-out” term loan facility, in form and substance acceptable to the Required Consenting Term Lenders, to be issued on the Plan Effective Date in accordance with the Restructuring Term Sheet.

“General Milestones” means the milestones set forth in Section 4.01(a) of this Agreement.

“In-Court Dual Track Milestones” means the milestones set forth in Section 4.01(c) of this Agreement.

“In-Court Recap Milestones” means the milestones set forth in Section 4.01(d) of this Agreement.

“Independent Directors” means Roger Meltzer and Fred Arnold, in their capacity as independent directors of the board of Cyxtera, and one additional director of the board of Cyxtera reasonably acceptable to the Company Parties and the Required Consenting Term Lenders whom the Company Parties shall use commercially reasonable efforts to obtain the necessary consents for and appoint prior to May 12, 2023.

“**IOIs**” means indications of interest submitted by the Potential Purchasers in the Marketing Process.

“**Joinder**” means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit D**.

“**Launch Date**” means April 14, 2023.

“**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

“**Marketing Process**” has the meaning set forth in the Restructuring Term Sheet.

“**Milestones**” means the General Milestones, the In-Court Dual Track Milestones, the In-Court Recap Track Milestones, and the Out-of-Court Milestones set forth in Section 4 of this Agreement.

“**Out-of-Court Milestones**” means the milestones set forth in Section 4.01(b) of this Agreement.

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transferee**” means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

“**Petition Date**” means the first date any of the Company Parties commences a Chapter 11 Case.

“**Plan**” means the joint plan of reorganization filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Restructuring Transactions.

“**Plan Effective Date**” means the occurrence of the effective date of the Plan according to its terms.

“**Plan Supplement**” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

“**Potential Purchasers**” means a group of potential transaction counterparties participating in the Marketing Process to be determined by the Company Parties in consultation with the AHG Professionals.

“**Prepetition Agent**” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

“Purchase Agreement” means the asset or stock purchase agreement to be entered into as part of the Sale Transaction by and among the Company Parties, as sellers, and the Winning Bidder (if any).

“Qualified Marketmaker” means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“RCF Claims” means any Claim on account of the Revolving Credit Facility.

“Recapitalization Transaction” has the meaning set forth in the recitals to this Agreement.

“Related Party” means, with respect to any person or Entity, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or Entity and any such person’s or Entity’s respective heirs, executors, estates, and nominees.

“Released Claim” means, with respect to any Releasing Party, any Claim or Cause of Action that is released by such Releasing Party under Section 15 of this Agreement.

“Released Company Parties” means each of, and in each case in its capacity as such: (a) Company Party; (b) current and former Affiliates of each Entity in clause (a) through the following clause (c); and (c) each Related Party of each Entity in clause (a) through this clause (c).

“Released Parties” means each Released Company Party and each Released Stakeholder Party.

“Released Stakeholder Parties” means each of, and in each case in its capacity as such: (a) Consenting Stakeholder; (b) the Prepetition Agent; (c) current and former Affiliates of each Entity in clause (a) through the following clause (d); and (d) each Related Party of each Entity in clause (a) through this clause (d).

“Releases” means the releases contained in Section 15 of this Agreement.

“Releasing Parties” means, collectively, each Company Releasing Party and each Consenting Stakeholder Releasing Party.

“Required Consenting Lenders” means, as of the relevant date, Consenting Lenders holding at least 50.01% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting Lenders.

“Required Consenting RCF Lenders” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of RCF Claims that are held by Consenting Lenders.

“Required Consenting Term Lenders” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

“Required Consenting Stakeholders” means the Required Consenting Term Lenders and the Consenting Sponsors.

“Restructuring Effective Date” means, as applicable, the Plan Effective Date or the Sale Closing Date.

“Restructuring Term Sheet” has the meaning set forth in the recitals to this Agreement.

“Restructuring Transactions” has the meaning set forth in the recitals to this Agreement.

“Rules” means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

“Sale Documents” means all agreements, instruments, pleadings, orders or other related documents utilized to implement the Marketing Process and consummate the Sale Transaction, including, but not limited to, the Bidding Procedures, Bidding Procedures Motion, Bidding Procedures Order, and Purchase Agreement, each of which shall contain terms and conditions that are materially consistent with this Agreement.

“Sale Transaction” has the meaning set forth in the recitals to this Agreement.

“Scheduling Order” means an order scheduling a combined hearing regarding confirmation of the Plan and approval of the Disclosure Statement;

“Second-Out Take-Back Debt Facility” means a senior secured, first lien “second-out” term loan facility, in form and substance acceptable to the Required Consenting Term Lenders, to be issued on the Plan Effective Date in accordance with the Restructuring Term Sheet.

“Securities Act” means the Securities Act of 1933, as amended.

“Solicitation Materials” means all materials to be distributed in connection with solicitation of votes to approve the Plan.

“Special Committee” means a newly established committee of Cyxtera’s board of directors comprised of the Independent Directors, which shall be delegated exclusive power and

authority to oversee the Restructuring Transactions and to approve any decisions with respect thereto.

“Sponsor Consent Right” means the right of the Consenting Sponsors to consent to or approve any of the Definitive Documents (or any amendment, modification, or supplement thereto) that (i) materially and adversely affects, directly or indirectly, the economic recovery, or otherwise modifies or affects the releases or exculpation proposed to be granted to, or received by, the Consenting Sponsors pursuant to this Agreement or (ii) materially and adversely affects, directly or indirectly, the obligations that the Consenting Sponsors may have pursuant to this Agreement, in each case, which consent shall not be unreasonably withheld, conditioned or delayed.

“Term Loan Claims” means any Claim on account of the Term Loan Facilities.

“Term Loan Facilities” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.

“Termination Date” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, 12.04, or 12.05.

“Toggle Date” means, as applicable, (i) the day on which a Toggle Trigger Event occurs; or (ii) the day the Company Parties, in their reasonable business judgment, and the Required Consenting Term Lenders agree to toggle to a Recapitalization Transaction.

“Toggle Trigger Event” has the meaning set forth in the Restructuring Term Sheet.

“Transfer” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“Transfer Agreement” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

“Winning Bidder” has the meaning set forth in the Restructuring Term Sheet.

1.02. **Interpretation**. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular

terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) all references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified;

(f) the words “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement unless the context otherwise requires;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(j) all exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein; and

(k) the use of “include” or “including” is without limitation, whether stated or not and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and

(l) the phrase “counsel to the Consenting Stakeholders” refers in this Agreement to each counsel specified in Section 16.11 other than counsel to the Company Parties.

Section 2. *Effectiveness of this Agreement.* This Agreement shall become effective and binding upon each of the Parties on the Agreement Effective Date, which is the date and time on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties and the Consenting Sponsors shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) holders of at least fifty (50%) of the aggregate outstanding principal amount of First Lien Claims shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties;

(c) The First Lien Credit Agreement Amendment shall have been executed and effective;

(d) the Company Parties shall have paid all reasonable and documented fees and expenses (including any reasonable fee and expense estimate through and including the Agreement Effective Date) of the AHG Professionals for which an invoice has been received by the Company Parties on or before the date that is one (1) Business Day prior to the Agreement Effective Date; and

(e) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 16.11 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred.

Section 3. *Definitive Documents.* The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 14. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance, including with respect to any amendment, modification or supplement thereto, reasonably acceptable to (a) the Company Parties, (b) the Required Consenting Term Lenders, and (c) solely to the extent required under the Sponsor Consent Right, the Consenting Sponsors.

Section 4. *Milestones.*

4.01. The following Milestones shall apply to this Agreement unless extended or waived in writing by the Required Consenting Term Lenders:

(a) General Milestones. The following Milestones shall apply in any event:

(i) No later than 3 days after the Agreement Effective Date, the Company Parties shall have provided the members of the AHG with the Diligence Materials, which shall be in form and substance satisfactory to the Required Consenting Term Lenders;

(ii) No later than the Launch Date, the Company Parties shall have commenced reaching out to Potential Purchasers;

(iii) No later than 5 Business Days after the Launch Date, the Company Parties shall have commenced a good faith analysis of its existing executory contracts and unexpired leases with the purpose of reducing go-forward costs and expenses;

(iv) No later than May 12, 2023:

a. the Company Parties shall have appointed (A) a Chief Restructuring Officer, who shall be acceptable to the Required Consenting Term Lenders and shall report to the Special Committee; provided that, for the avoidance of doubt, the Required Consenting Term Lenders hereby consent to the appointment of Eric Koza as the Chief Restructuring Officer and (B) the Independent Directors;

b. the Company Parties shall establish the Special Committee; and

c. the Company Parties and the Required Consenting Term Lenders shall decide, in their reasonable judgment, whether to (A) continue pursuing the out-of-court Marketing Process, or (B) pursue, after filing the Chapter 11 Cases, (1) a Recapitalization Transaction or (2) a dual track process that allows the Company Parties to “toggle” between a Recapitalization Transaction or a Sale Transaction;

(v) No later than 2 weeks after the execution of this Agreement, the Company Parties shall provide the AHG and the Consenting Sponsors’ Professionals with copies of all material first-day filings, pleadings, and other first-day documentation in connection with a potential chapter 11 filing;

(vi) In the event a Toggle Date occurs, the Company Parties shall commence the Chapter 11 Cases no later than 5 Business Days after the Toggle Date; and

(vii) No later than May 14, 2023, the Petition Date shall have occurred.

(b) Out-of-Court Milestones. Solely to the extent that the Toggle Date has not occurred, the following Milestones shall apply:

(i) The Company Parties shall request that Potential Purchasers submit IOIs from Potential Purchasers no later than 4 weeks after the Launch Date (the “**IOI Deadline**”);

(ii) No later than 3 Business Days after the IOI Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity;

(iii) The Company Parties shall request that Potential Purchasers submit Final Bids no later than 9 weeks after the Launch Date (the “**Final Bid Deadline**”);

(iv) No later than the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a copy of each Final Bid received;

(v) No later than 3 Business Days after the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of Potential Purchaser activity;

(vi) No later than 13 weeks after the Launch Date, the Company Parties shall have negotiated and signed the Purchase Agreement to effectuate an Acceptable Transaction;

(vii) No later than 3 Business Days after execution of the Purchase Agreement, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity; and

(viii) No later than August 15, 2023, the Sale Transaction shall have closed ("**Sale Closing Date**").

(c) In-Court Dual Track Milestones. To the extent the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) On the Petition Date, the Company Parties shall file (A) the Plan (which shall afford the Company Parties flexibility to "toggle" between a Sale Transaction and a Recapitalization Transaction), (B) the Disclosure Statement, (C) a motion seeking entry of Scheduling Order (if applicable), and (D) the Bidding Procedures Motion;

(iii) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (A) the interim DIP Order and (B) the Scheduling Order (if applicable);

(iv) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(v) Subject to the availability of the Bankruptcy Court, if applicable, the Bidding Procedures Order shall be entered no later than 30 days after the Petition Date;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) If applicable, the deadline for submitting qualified bids pursuant to the Bidding Procedures shall be no later than 45 days after the Petition Date;

(viii) If applicable, any auction to select a winning bid pursuant to the Bidding Procedures shall commence no later than 60 days after the Petition Date;

(ix) If applicable, an order approving a Sale Transaction (on a conditional basis if such Sale Transaction is to be consummated pursuant to the Plan and on a final basis if such Sale Transaction is consummated pursuant to section 363 of the Bankruptcy Code) shall be entered by the Bankruptcy Court no later than 70 days after the Petition Date;

(x) No later than 70 days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement;

(xi) No later than 110 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

(xii) No later than the 120 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

(d) In-Court Recap Milestones. Unless the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) No later than 1 Business Day prior to the Petition Date, the Company Parties shall have commenced solicitation of the Plan;

(iii) On the Petition Date, the Company Parties shall file (A) the Plan (votes for which shall have already been solicited), (B) the Disclosure Statement, and (C) a motion seeking entry of Scheduling Order;

(iv) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (i) the interim DIP Order and (ii) the Scheduling Order (if applicable);

(v) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) No later than 45 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order and the Disclosure Statement Order; and

(viii) No later than 60 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

Section 5. *Commitments of the Consenting Lenders.*

5.01. General Commitments.

(a) During the Agreement Effective Period, each Consenting Lender severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, to:

(i) use commercially reasonable efforts and take to all reasonable actions necessary to support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders, including to obtain support for the Restructuring Transactions from holders of at least two-thirds of the First Lien Claims;

(iii) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 5.03(b);

(iv) give any notice, order, instruction, or direction to the Prepetition Agent necessary to give effect to the Restructuring Transactions;

(v) take, and direct the Prepetition Agent to take, all actions reasonably necessary in furtherance of the Sale Transaction, if applicable; and

(vi) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party.

(b) During the Agreement Effective Period, each Consenting Lender severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to

enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) object to, delay, impede, or take any other action to interfere with entry of any Sale Document and/or consummation of any Sale Transaction;

(vi) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or interests in the Company Parties; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; provided that nothing in this Agreement shall limit the right to exercise any right or remedy provided under this Agreement or any other Definitive Document.

5.02. Commitments with Respect to Marketing Process. During the Agreement Effective Period, each Consenting Lender and its professionals agree that they shall:

(a) promptly inform the Company Parties and/or the Company Professionals in the event that they are contacted by a Potential Purchaser regarding the Company Parties or the Marketing Process; and

(b) not directly or indirectly communicate with the Potential Purchasers regarding the Company Parties or the Marketing Process without the Company Parties' prior written consent, which consent shall not be unreasonably withheld.

5.03. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Lender that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Lender, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) not opt out of, object to, or otherwise hinder or delay approval of the Debtor and third-party releases, injunctions, discharge, and exculpation provisions provided in the Plan, which provisions, for the avoidance of doubt, shall be in form and substance acceptable to the Required Consenting Term Lenders;

(iii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above.

(b) During the Agreement Effective Period, each Consenting Lender, in respect of each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

Section 6. *Commitments of the Consenting Sponsors.*

6.01. Affirmative Commitments. During the Agreement Effective Period, each of the Consenting Sponsors severally, and not jointly, agrees to:

(a) use commercially reasonable efforts and take all reasonable actions necessary to support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(b) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are not inconsistent with this Agreement to which it is required to be a party in order for the Restructuring Transactions to be implemented; and

(c) negotiate in good faith any reasonable and appropriate additional or alternative provisions or agreements to address any legal, financial, or structural impediment that may arise that would prevent, hinder, impede, delay, or are necessary to effectuate the consummation of the Restructuring Transactions.

6.02. Negative Commitments. During the Agreement Effective Period, each of Consenting Sponsors severally, and not jointly, agrees that it shall not, directly or indirectly, and shall not direct any other Entity to:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) propose, file, support, or vote for any Alternative Restructuring Proposal;

(c) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is materially inconsistent with this Agreement or the Plan;

(d) object to, delay, impede, or take any other action to interfere with entry of any Sale Document and/or consummation of any Sale Transaction;

(e) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated in this Agreement against the Company Parties or the other Parties other than to

enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement; or

(f) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; *provided that* nothing in this Agreement shall limit any of the Consenting Sponsors' right to exercise any right or remedy provided under this Agreement or any other Definitive Document.

6.03. Commitments with Respect to Chapter 11 Cases. During the Agreement Effective Period, each of the Consenting Sponsors severally, and not jointly, agrees that it shall, for the duration of the Agreement Effective Period:

(a) if solicited, timely vote or cause to be voted its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot or ballots on a timely basis following the commencement of the solicitation;

(b) not change or withdraw (or cause or direct to be changed or withdrawn) any such vote described in clause (a) above or release described in clause (c) below;

(c) not opt out of, object to, or otherwise hinder or delay approval of the releases set forth in the Plan with respect to each Released Party, which provisions shall be in the form and substance acceptable to the Consenting Sponsors;

(d) if solicited, timely vote (or cause to be voted) its Company Claims/Interests against any Alternative Restructuring Proposal;

(e) not directly or indirectly, through any person, seek, solicit, propose, support, assist, engage in negotiations in connection with or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring Proposal or object to or take any other action that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation, approval of the Disclosure Statement, or the confirmation and consummation of the Plan and the Restructuring Transactions; and

(f) support and take all actions reasonably necessary or reasonably requested by the Company Parties to facilitate the solicitation, approval of the Disclosure Statement, and confirmation and consummation of the Plan within the timeframes contemplated by this Agreement.

6.04. Additional Provisions Regarding the Consenting Sponsors' Commitments.

(a) Notwithstanding anything contained in this Agreement, nothing in this Agreement shall:

(i) impair or waive the rights of any Consenting Sponsor to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions;

(ii) affect the ability of any Consenting Sponsor to consult with any Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee);

(iii) restrict any Consenting Sponsor in its capacity as the manager or operator of fund Entities other than the Company Parties; or

(iv) prevent any Consenting Sponsor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 7. *Commitments of the Company Parties.*

7.01. Affirmative Commitments. Except as set forth in Section 7.03, during the Agreement Effective Period, the Company Parties agree to:

(a) use best efforts to (i) pursue the Restructuring Transactions on the terms, and in accordance with the Milestones set forth in this Agreement, and (ii) obtain necessary Bankruptcy Court approval of the Definitive Documents to consummate the Restructuring Transactions;

(b) consult with the AHG Professionals regarding the Marketing Process, subject to the AHG Professionals' non-disclosure agreements, and the AHG Professionals may suggest additional Potential Purchasers, provided that in no event shall the AHG Professionals disclose to the AHG the identity of Potential Purchasers;

(c) continue reaching out to Potential Purchasers, including Potential Purchasers suggested by the AHG Professionals, in the Company Parties' business judgment and in good faith;

(d) share with the AHG Professionals any marketing materials used in the Marketing Process and provide regular updates to the AHG Professionals regarding the status thereof, including, among other things, a list of Potential Purchasers contacted by the Company Parties;

(e) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement;

(f) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary or desirable to address and resolve any such impediment;

(g) support and seek approval of all of the debtor and third-party releases, injunctions, discharge, indemnity, and exculpation provisions provided in the Plan, which shall be in form and substance acceptable to the Required Consenting Term Lenders and the Consenting Sponsors;

(h) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions;

(i) negotiate in good faith and use commercially reasonable efforts to execute, deliver, and perform its obligations under the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement and the other Definitive Documents;

(j) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(k) to the extent reasonably practicable, provide counsel for the AHG and counsel for the Consenting Sponsors a review period of (i) at least three (3) calendar days (or such shorter review period as is necessary or appropriate under the circumstances) prior to the date when the Company Parties intend to file any Definitive Document with the Bankruptcy Court and (ii) at least one (1) calendar day (or such shorter review period as necessary or appropriate) prior to the date when the Company intends to file any other material pleading with the Bankruptcy Court (but excluding monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto);

(l) provide a reasonable opportunity to counsel to any Consenting Stakeholders materially affected by any filing to review draft copies of other documents that the Company Parties intend to file with the Bankruptcy Court, as applicable;

(m) to the extent applicable, object to any motion filed with the Bankruptcy Court by any person (i) seeking the entry of an order terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization or (ii) seeking the entry of an order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, to the extent such relief was granted, would have a material adverse effect on or delay the consummation of the Restructuring Transactions; and

(n) to the extent applicable, not file any pleading seeking entry of an order, and object to any motion filed with the Bankruptcy Court by any person seeking the entry of an order, (i) directing the appointment of an examiner or a trustee, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Cases, or (iv) for relief that (x) is inconsistent with this Agreement in any material respect or (y) would reasonably be expected to frustrate the purposes of this Agreement, including by preventing or delaying the consummation of the Restructuring Transactions.

7.02. Negative Commitments. Except as set forth in Section 7.03, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) incur any material indebtedness or equity financing without prior written consent of the Required Consenting Term Lenders;

(c) sell or dispose of any material assets without prior written consent of the Required Consenting Term Lenders;

(d) transfer any assets, other than cash, outside of the ordinary course of business to any person or Entity that is not a Loan Party or Guarantor (as such terms are defined in the First Lien Credit Agreement);

(e) assume or reject any executory contract or lease without prior written consent of the Required Consenting Term Lenders;

(f) take any action, or encourage any other person or Entity to take any action, directly or indirectly, that would reasonably be expected to breach or be inconsistent with this Agreement, or take any other action, directly or indirectly, that would reasonably be expected to interfere with, or impede acceptance or approval of, implementation and consummation of the Restructuring Transactions, this Agreement, the Confirmation Order, or the Plan;

(g) subject to Section 7.03 hereof, propose, file, support, or vote for any Alternative Restructuring Proposal;

(h) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects; or

(i) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan.

7.03. Additional Provisions Regarding Company Parties' Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party (including any special committee of such governing body, as applicable), after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.03(a) shall not be deemed to constitute a breach of this Agreement; provided that notwithstanding anything to the contrary herein, each Consenting Stakeholder reserves its rights to challenge any action taken by the Company Parties in reliance on this Section 7.03(a).

(b) Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.03(a)), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider and respond to Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise respond to and participate in any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations

with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; provided that if any Company Party receives or responds to an Alternative Restructuring Proposal, the Company Parties shall provide a copy of any such Alternative Restructuring Proposal or response to the AHG Professionals and Consenting Sponsors' Professionals no later than one (1) Business Day following receipt or delivery thereof by any of the Company Parties.

(c) Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. *Additional Provisions Regarding the Consenting Stakeholders' Commitments.* Notwithstanding anything contained in this Agreement, nothing in this Agreement shall (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; or (d) require the Consenting Lenders or the Consenting Sponsors to incur any unreimbursed fees, out-of-pocket costs or other monetary obligations in connection with giving effect to any commitment or covenant of the Consenting Lenders or the Consenting Sponsors hereunder.

Section 9. *Transfer of Interests and Securities.*

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and the Required Consenting Term Lenders at or before the time of the proposed Transfer. Notwithstanding the foregoing, during the Agreement Effective Period, in the case of any Equity

Interests, no Consenting Stakeholder shall Transfer any Equity Interests, other than as part of a Sale Transaction in accordance with the terms of this Agreement, that would, in the reasonable determination of the Company Parties, result in an “ownership change” within the meaning of Section 382 of the Internal Revenue Code of 1986, as amended.

9.02. Upon compliance with the requirements of Section 9.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of the closing of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an Affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

9.06. The Company Parties understand that the Consenting Lenders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company Parties acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) and/or business group(s) of the Consenting Lender that

principally manage and/or supervise the Consenting Lender's investment in the Company Parties and shall not apply to any other trading desk or business group of the Consenting Lender so long as they are not acting at the direction or for the benefit of such Consenting Lender or in connection with such Consenting Lender's investment in the Company Parties.

9.07. Further, notwithstanding anything in this Agreement to the contrary, the Parties agree that, in connection with the delivery of signature pages to this Agreement by a Consenting Stakeholder that is a Qualified Marketmaker before the occurrence of conditions giving rise to the effective date for the obligations and the support hereunder, such Consenting Stakeholder shall be a Consenting Stakeholder hereunder solely with respect to the Company Claims/Interests listed on such signature pages and shall not be required to comply with this Agreement for any other Company Claims/Interests it may hold from time to time in its role as a Qualified Marketmaker.

9.08. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. *Representations and Warranties of Consenting Stakeholders.* Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, Transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and Transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law; and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not

with a view to distribution or resale in violation of the Securities Act, (iii) it understands that the securities contemplated by this Agreement have not been registered under the Securities Act as of the date hereof and may not be resold without registration under the Securities Act except pursuant to a specific exemption from the registration provisions of the Securities Act, and (iv) it will not be acquiring the securities contemplated by this Agreement as a result of any advertisement, article, notice, or other communication regarding such securities published in any newspaper, magazine, or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

Section 11. *Mutual Representations, Warranties, and Covenants.* Each of the Parties severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, on the Restructuring Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Purchase Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. *Termination Events.*

12.01. Consenting Lender Termination Events. This Agreement may be terminated by the Required Consenting Term Lenders by the delivery to the Company Parties of a written notice in accordance with Section 16.11 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to the Consenting Lenders seeking termination pursuant to this provision and (ii)

remains uncured for five (5) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 16.11 hereof detailing any such breach;

(b) the making publicly available, modification, amendment, or filing of any of the Definitive Documents without the consent of the Required Consenting Term Lenders in accordance with this Agreement;

(c) any Company Party (i) withdraws the Plan, (ii) publicly announces its intention not to support the Restructuring Transactions, or (iii) files, publicly announces, executes, responds to, or supports an Alternative Restructuring Proposal or definitive agreement with respect thereto;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 16.11 hereof detailing any such issuance; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(e) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of a terminating Consenting Lender in violation of its obligations under this Agreement;

(f) the Company Parties fail to timely pay in full the AHG Professional's reasonable, documented fees and expenses in accordance with Section 13 hereof;

(g) any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by this Agreement, unless waived by the Required Consenting Term Lenders, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the immediately preceding clause (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(h) an order is entered by the Bankruptcy Court granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Company Parties and such order materially and adversely affects any Company Party's ability to operate its business in the ordinary course or consummate the Restructuring Transactions;

(i) upon the occurrence of a termination event in Section 12.02 of this Agreement;

(j) any Company Party files any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with this Agreement and such motion has not been withdrawn within five (5) Business Days of receipt by the Company Parties of written notice from the Required Consenting Term Lenders that such motion or pleading is inconsistent with this Agreement;

(k) entry of a DIP Order that is not acceptable to the Required Consenting Term Lenders;

(l) the Company Parties file any Definitive Document that is not acceptable to the Required Consenting Term Lenders;

(m) a Company Party files any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Company Claims/Interests or asserts any other cause of action against the Consenting Lenders or with respect or relating to such Company Claims/Interests, the First Lien Credit Agreement, any Bridge Facility Documents, or any Loan Document (as such term is defined in each of the foregoing credit agreements or documents) or the prepetition liens securing the Company Claims/Interests or challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Company Claims/Interests or asserting any other cause of action against the Consenting Lenders or with respect or relating to such Company Claims/Interests or the prepetition liens securing the Company Claims/Interests other than a claim or cause of action arising from or related to such Consenting Lenders' breach of this Agreement or any other Definitive Documents;

(n) the occurrence of any default or event of default under the Bridge Facility Documents, First Lien Credit Documents, DIP Documents, or DIP Order, as applicable, that has not been cured or waived (if susceptible to cure or waiver) by the applicable percentage of lenders in accordance with the terms of the Bridge Facility Documents, DIP Documents or DIP Order, as applicable;

(o) the Company Parties lose the exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(p) the Bankruptcy Court enters an order denying confirmation of the Plan;

(q) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement; or

(r) the Consenting Sponsors terminate this Agreement pursuant to Section 12.03 hereof.

12.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 16.11 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect of any provision set forth in this Agreement by one or more of the Consenting Lenders holding an amount of First Lien Claims that would result in non-breaching Consenting Lenders holding less than fifty percent (50%) of the aggregate outstanding principal amount of First Lien Claims that remains uncured for a period of fifteen (15) Business Days after the receipt by the Consenting Stakeholders of written notice of such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party (including any special committee of such governing body, as applicable) determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, it is required to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 16.11 hereof detailing any such issuance; provided, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan.

12.03. Consenting Sponsor Termination Events. This Agreement may be terminated by a Consenting Sponsor in respect of such Consenting Sponsor by the delivery to the Company Parties of a written notice in accordance with Section 16.11 of this Agreement upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party or Consenting Stakeholders of any of the representations, warranties, or covenants of the Company Parties or Consenting Stakeholders, as applicable, set forth in this Agreement that (i) materially and adversely affects the treatment, rights, or obligations under this Agreement or the Plan of any Consenting Sponsor and (ii) remains uncured for ten (10) Business Days after such terminating Consenting Sponsors transmit a written notice in accordance with Section 16.11 of this Agreement detailing any such breach;

(b) the making publicly available, modifying, amending, or filing of any of the Definitive Documents without the consent of the Consenting Sponsors to the extent required under this Agreement;

(c) the Required Consenting Term Lenders terminate this Agreement pursuant to Section 12.01; or

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment, or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) either (1) such ruling, judgment or order has been issued at the request of any of the Company Parties in contravention of any obligations set forth in this Agreement or (2) remains in effect for ten (10) Business Days after such terminating Consenting Sponsors transmit a written notice in accordance with Section 16.11 of this Agreement detailing any such issuance; notwithstanding the foregoing, this termination right may not be exercised by any Consenting Sponsor that sought or requested such ruling or order in contravention of any obligation set out in this Agreement.

12.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Stakeholders; and (b) each Company Party.

12.05. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after either (a) the Plan Effective Date or (b) in the event that the Sale Transaction is effectuated out of court, the Sale Closing Date.

12.06. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party, and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 12.06 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12.06 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant

to Section 12.02(b) or Section 12.02(d). Nothing in this Section 12.06 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 12.02(b).

12.07. The Company Parties acknowledge that after the Petition Date, the giving of notice of termination by any Party pursuant to this Agreement shall not be considered a violation of the automatic stay of section 362 of the Bankruptcy Code; provided that nothing herein shall prejudice any Party's right to argue that the giving of notice of termination was not proper under the terms of this Agreement.

Section 13. *Fees and Expenses.* The Company Parties shall pay or reimburse all reasonable and documented fees and expenses of the AHG Professionals related to the Restructuring Transactions or the Chapter 11 Cases, whether incurred prior to, on or after the Agreement Effective Date, Petition Date, or Restructuring Effective Date, within five (5) Business Days of receipt of an invoice therefor. The Company Parties shall pay or reimburse all reasonable and documented fees and expenses of the Consenting Sponsors' Professionals related to the Restructuring Transactions or the Chapter 11 Cases, and incurred prior to or on the Agreement Effective Date, within five (5) Business Days of receipt of an invoice therefor; provided, however, that such reimbursement shall not exceed \$100,000.

Section 14. *Amendments and Waivers.*

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in a manner except in accordance with this Section 14.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party, (b) the Required Consenting Term Lenders, (c) solely to the extent any such modification, amendment, supplement or waiver would have a material, adverse, and disproportionate impact on the Consenting RCF Lenders, the Required Consenting RCF Lenders, (d) solely to the extent any such modification, amendment, supplement or waiver would have a material, adverse, and disproportionate (relative to the Company Parties, the Consenting Term Lenders, or the Consenting RCF Lenders) impact on the Consenting Sponsors, the Consenting Sponsors, and (e) solely to the extent any such modification, amendment, supplement, or waiver would have a material, adverse, and disproportionate impact on a particular Consenting Stakeholder, such impacted Consenting Stakeholders.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 14 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies

under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 15. *Mutual Releases.*

15.01. Releases.

(a) Releases by the Company Releasing Parties. Except as expressly set forth in this Agreement, effective on (and only upon) the Plan Effective Date or the Sale Closing Date (if the Sale Transaction occurs out of court), as applicable, and only with respect to each Party that has not terminated its obligations under this Agreement except to the extent set forth in Section 12.06 hereof, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party shall hereby be deemed released and discharged by each and all of the Company Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Company Releasing Parties that such of the foregoing Entities would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or interest in, a Company Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, the Company Releasing Parties (including the management, ownership, or operation of the Company Parties), the purchase, sale, or rescission of any security of the Company Parties, the subject matter of, or the transactions or events giving rise to, any Company Claim/Interest that is treated in the Plan, the business or contractual arrangements between any Company Party and any Released Party, the Company Parties' in or out of court restructuring efforts, intercompany transactions, the DIP financing, the exit financing, the Sale Transaction, the Chapter 11 Cases, this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date or the Sale Closing Date, as applicable.

(b) Releases by the Consenting Stakeholder Releasing Parties. Except as expressly set forth in this Agreement, effective on (and only upon) the Plan Effective Date or the Sale Closing Date (if the Sale Transaction occurs out of court), as applicable, and only with respect to each Party that has not terminated its obligations under this Agreement except to the extent set forth in Section 12.06 hereof, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Consenting Stakeholder Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the

Company Parties that the Consenting Stakeholder Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or interest in, a Company Parties, based on or relating to, or in any manner arising from, in whole or in part, the Company Parties (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Company Parties or the reorganized Company Parties, the subject matter of, or the transactions or events giving rise to, any Company Claim/Interest that is treated in the Plan, the business or contractual arrangements between any Company Party and any Released Party, the Company Parties' in- or out-of-court restructuring efforts, intercompany transactions, the DIP financing, the exit financing, the Sale Transaction, the Chapter 11 Cases, this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date or the Sale Closing Date, as applicable.

15.02. No Additional Representations and Warranties. Each of the Parties agrees and acknowledges that, except as expressly provided in this Agreement and the Definitive Documents, no other Party, in any capacity, has warranted or otherwise made any representations concerning any Released Claim (including any representation or warranty concerning the existence, nonexistence, validity, or invalidity of any Released Claim). Notwithstanding the foregoing, nothing contained in this Agreement is intended to impair or otherwise derogate from any of the representations, warranties, or covenants expressly set forth in this Agreement or any of the Definitive Documents.

15.03. Releases of Unknown Claims. Each of the Releasing Parties in each of the Releases contained in this Agreement expressly acknowledges that although ordinarily a general release may not extend to Released Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above Releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives and relinquishes any and all rights such Party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the Release or which may in any way limit the effect or scope of the Releases with respect to Released Claims which such Party did not know or suspect to exist in such Party's favor at the time of providing the Release, which in each case if known by it may have materially affected its settlement with any Released Party. Each of the Releasing Parties expressly acknowledges that the Releases and covenants not to sue contained in this Agreement are effective regardless of whether those released matters or Released Claims are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.

15.04. Turnover of Subsequently Recovered Assets. In the event that any Releasing Party (including any successor or assignee thereof and including through any third party, trustee, debtor in possession, creditor, estate, creditors' committee, or similar Entity) is successful in pursuing or receives, directly or indirectly, any funds, property, or other value on account of any claim, Cause of Action, or litigation against any Released Party that was released pursuant to the Release (or would have been released pursuant to the Release if the party bringing such claim were a Releasing Party), such Releasing Party (i) shall not commingle any such recovery with any of its other assets and (ii) agrees that it shall promptly turnover and assign any such recoveries to, and hold them in trust for, such Released Party.

15.05. Certain Limitations on Releases. For the avoidance of doubt, nothing in this Agreement and the Releases contained in this Section 15 shall or shall be deemed to result in the waiving or limiting by (a) the Company Parties, or any officer, director, member of any governing body, or employee or other Related Party thereof, of (i) any indemnification against any Company Party, any of their insurance carriers, or any other Entity, (ii) any rights under or as beneficiaries of any insurance policies or any contract or agreement with any Company Party or any of its Affiliates, (iii) wages, salaries, compensation, or benefits, (iv) intercompany claims, or (v) any interest held by a Company Party or other Related Party thereof; (b) the Consenting Stakeholders or the Prepetition Agent of any claims or "Obligations" under and as defined in each of the DIP Documents, Exit Facility Documents, or any other financing document (except as may be expressly amended or modified by the Plan, or any other financing document under and as defined therein); and (c) any Party or other Entity of any post-Agreement Effective Date obligations under this Agreement or post-Plan Effective Date obligations under the Plan, the Confirmation Order, the Restructuring Transaction, or any other Definitive Document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Restructuring Transactions.

15.06. Covenant Not to Sue. Each of the Releasing Parties hereby further agrees and covenants not to, and shall not, commence or prosecute, or assist or otherwise aid any other Entity in the commencement or prosecution of, whether directly, derivatively or otherwise, any Released Claims.

Section 16. *Miscellaneous*

16.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

16.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

16.03. Further Assurances. Subject to the terms of this Agreement, each Party hereby covenants and agrees to cooperate with each other in good faith with respect to the pursuit, approval, implementation, and consummation of the Restructuring Transactions, the Sale Transaction, the Recapitalization Transaction, and the Plan. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

16.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

16.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

16.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. Other than with respect to the Released Parties and the Parties referenced in Section 16.12, there are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity.

16.10. Relationship Among the Parties. It is understood and agreed that no Party to this Agreement has any duty of trust or confidence in any form with any other Party, and, except as provided in this Agreement, there are no agreements, commitments, or undertakings between or among them. In this regard, it is understood and agreed that any Party to this Agreement may trade in Company Claims/Interests without the consent of the Company Parties, as the case may be, or any other Party, subject to applicable securities laws, the terms of any applicable non-disclosure agreement, and the terms of this Agreement; provided that no Party shall have any responsibility for any such trading by any other Party by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement.

16.11. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to a Company Party, to:

Company
Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, Derek I. Hunter
E-mail addresses: christopher.marcus@kirkland.com
derek.hunter@kirkland.com

- (b) if to a Consenting Term Lender, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com

- (c) if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
 joe.celentino@lw.com

Any notice given by delivery, mail, or courier shall be effective when received.

16.12. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms for the benefit of the Company Parties (including for the benefit of any Party acting on behalf of any of the Company Parties, including any financial or other professional advisors of any of the foregoing) that (i) it has the requisite knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of the securities that may be acquired by it pursuant to the Restructuring Transactions contemplated hereby and has had such opportunity as it has deemed adequate to obtain such information as is necessary to permit such Party to evaluate the merits and risks of the securities that may be acquired by it pursuant to the Restructuring Transactions contemplated hereby, and (ii) that its decision to execute this Agreement and participate in any of the Restructuring Transactions contemplated hereby has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties and/or the Restructuring Transactions, and such decision is not in reliance upon any representations or warranties of any other Party (or such other Party's financial or other professional advisors) other than those contained in the Definitive Documents.

16.13. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

16.14. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.15. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.16. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

16.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.19. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

16.20. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 15 and the Confidentiality Agreements (in accordance with their terms) shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof. Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated prior to the Sale Closing Date (if the Sale Transaction occurs out of court) or the Plan Effective Date, then Section 15 shall not survive such termination, and the Releases set forth therein shall have no force or effect.

16.21. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3, Section 14, or otherwise, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Company Parties' Signature Page to
the Restructuring Support Agreement**

**CYXTERA COMMUNICATIONS, LLC
CYXTERA DATA CENTERS, INC.
CYXTERA DC HOLDINGS, INC.
CYXTERA DC PARENT HOLDINGS, INC.
CYXTERA FEDERAL GROUP, INC.
CYXTERA MANAGEMENT, INC.
CYXTERA NETHERLANDS B.V.
CYXTERA TECHNOLOGIES, INC.
CYXTERA TECHNOLOGIES MARYLAND, INC.
CYXTERA HOLDINGS, LLC
CYXTERA EMPLOYER SERVICES, LLC
CYXTERA TECHNOLOGIES, LLC
CYXTERA CANADA, LLC
CYXTERA DIGITAL SERVICES, LLC
CYXTERA COMMUNICATIONS CANADA, ULC
CYXTERA CANADA TRS, ULC
CYXTERA TECHNOLOGY UK LIMITED
CYXTERA UK TRS LIMITED**

By: _____

Name: Carlos I. Sagasta

Authorized Signatory

**Consenting Stakeholder Signature Page to
the Restructuring Support Agreement**

[CONSENTING STAKEHOLDER]

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

EXHIBIT A

Company Parties

EXHIBIT B

Restructuring Term Sheet

EXHIBIT C

Form of Transfer Agreement

The undersigned (“**Transferee**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “**Agreement**”),¹ by and among Cyxtera Technologies, Inc. and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a “**Transferor**”), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a [“Consenting Lender”] [“Consenting Sponsor”] under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

EXHIBIT D

Form of Joinder Agreement

The undersigned (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as [●], 2023, by and among the Company Parties and the Consenting Stakeholders (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”),¹ and agrees to be bound by the terms and conditions thereof to the extent that the other Parties are thereby bound, and shall be deemed a [“Consenting Lender”] [“Consenting Sponsor”] under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date this Joinder Agreement is executed and any further date specified in the Agreement.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.