

Form 7
Rule 3.8

Clerk's Stamp

COURT FILE NO. 2301-07385

COURT Court of King's Bench of Alberta

JUDICIAL CENTRE 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 **APPLICATION**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

Gowling WLG (Canada) LLP
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File No. A171290

Attention: Tom Cumming/Sam Gabor/Stephen Kroeger

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: November 21, 2023
Time: 1:00 P.M. (Mountain Time)
Where: Calgary Court Centre
Via Webex: See attached Appendix “A”
<https://albertacourts.webex.com/meet/virtual.courtroom01>
Before: The Honourable Justice Nixon

Go to the end of this document to see what you can do and when you must do it.

Application and remedy sought:

1. The Applicant, Cyxtera Technologies, Inc. (“CTI”), in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC (“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (“**TRS ULC**”, and with Communications ULC, “**Cyxtera Canada**”, and with Cyxtera LLC, the “**Canadian Debtors**” and with such affiliated corporations, the “**Debtors**”) in their United States Chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”), and in these recognition proceedings under the *Companies’ Creditors Arrangements Act* (“**Recognition Proceedings**”) makes this application for the following orders, granting, among other things:

The Plan and Brookfield Orders

- (a) an Order, substantially in the form attached to the Application as **Schedule “A”** (the “**Confirmation Recognition Order**”):
 - (i) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the “**US Confirmation Order**”) (1) making findings of fact, conclusions of law, and (2) confirming the fourth amended joint Chapter 11 plan reorganization of CTI and its Debtor Affiliates pursuant to Chapter 11 of the US Bankruptcy Code (the “**Plan**”), which, among other things:

- (ii) confirms the Plan together with the Plan Supplement (as defined in the Plan), declares that the Plan, the Plan Supplement, and the US Confirmation Order shall be effective and binding as of the Effective Date (as defined in the Plan) on all parties in interest including the (i) Debtors, (ii) Holders of DIP Claims (as defined in the Plan), (iii) Holders of Receivables Program Claims, (iv) Holders of First Lien Claims (as defined in the Plan), (v) Holders of General Unsecured Claims (as defined in the Plan), (vi) Committee (as defined in the Plan), (vii) Phoenix (as defined below) and (viii) all other Holders of Claims and Interests (as defined in the Plan), overrules in their entirety all Objections (as defined in the Plan), responses, reservations and comments in opposition to the Plan;
- (iii) authorizes the Debtors, including the Canadian Debtors, to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the “**Brookfield APA**”, and the purchase and sale transaction thereunder the “**Brookfield Transaction**”) by and among Phoenix Data Center Holdings LLC as purchaser (“**Phoenix**”) and CTI, the Canadian Debtors and the other Debtors as sellers;
- (iv) approves the sale of the Acquired Assets (as defined in the Brookfield APA), but excluding the Acquired Assets under the Cologix APA (as defined below) together with the Cologix APA¹ (collectively, the “**Acquired Specified Assets**”) if the transactions contemplated in the Cologix APA are not consummated prior to Closing (as defined in the Brookfield APA) of the Brookfield APA, free and clear of all claims, liens, rights, interests, and encumbrances (except for those Liens, Claims, Interests, charges, or other Encumbrances (each as defined in the Plan) expressly assumed by the Phoenix pursuant to the terms of the Brookfield APA);

¹ Under section 11.1(oooo) of the Brookfield APA, the Cologix APA is defined as the “Specified Agreement”.

- (v) approves the assumption and assignment of the Assigned Contracts and Acquired Leases (as defined in the Brookfield APA) attached to this Affidavit or otherwise designated in accordance with the Brookfield APA; and
 - (vi) grants related relief; and
- (b) an Order of this Honourable Court that, upon the filing of a certificate of the Chief Restructuring Officer (“**CRO**”) or Deputy Chief Restructuring Officer (“**DCRO**”) that all conditions precedent to the closing of the Brookfield Transaction have been satisfied or waived (the “**Brookfield Closing Certificate**”):
- (i) all of the right, title and interest of the Canadian Debtors in and to the Acquired Assets under the Brookfield APA will vest in Phoenix on the terms set out therein; and
 - (ii) assigning to Phoenix all of the rights and obligations of the Canadian Debtors under the Assigned Contracts and Acquired Leases under the Brookfield APA;
- (c) an Order that upon the filing of the Brookfield Closing Certificate, the Canadian Debtors are authorized and directed to deliver to the Registrar of Corporations (“**Registrar**”) appointed under the *Business Corporations Act* of Alberta (the “**ABCA**”) the Brookfield Closing Certificate, the Confirmation Recognition Order, the Initial Recognition Order – Foreign Main Proceeding Dated June 7, 2023, and Articles of Reorganization of each of Communications ULC and TRS ULC under sections 173(1) and 192(1)(c) and (4) of the ABCA to change the names of Communications ULC and TRS ULC to numbered corporations having numbers assigned by the Registrar and in the style of “[*assigned number*] Alberta Inc.”, and authorizing the Registrar to issue certificates under sections 172 and 192 making such changes of corporate names effective;

Cologix Orders²

- (d) an Order of this Honourable Court, substantially in the form attached to the Application as **Schedule “B”** (the “**Cologix Recognition Order**”):
- (i) recognizing and giving effect in Canada to the Order of the US Bankruptcy Court (the “**Canada Sale Order**”), which, among other things, authorizes and approves the entry into and performance by Communications ULC of the asset purchase agreement dated October 30, 2023 (the “**Cologix APA**” and the purchase and sale transactions thereunder, the “**Cologix Transaction**”) between Communications ULC and Cologix Canada, Inc. (“**Cologix**”) and the sale thereunder of the Acquired Assets (as defined in the Cologix APA and the assignment and assumption of the Assigned Contracts and Acquired Leases (as defined in the Cologix APA)) and granting related relief;
 - (ii) recognizing and giving effect in Canada to the Order of the US Bankruptcy Court, which, among other things, approves the assumption and assignment of certain executory contracts and/or unexpired leases in connection with the sale of certain Canadian Assets by Cyxtera Canada (the “**Supplemental Assignment of Acquired Agreements Order**”) as provided for under the Cologix Transaction;
 - (iii) upon the satisfaction or waiver of the conditions precedent in the Cologix APA (the “**Conditions**”), other than the vesting and conveyance of the Acquired Assets (as defined in the Cologix APA) and the assignment and transfer of the Assigned Agreements and Acquired Leases (as defined in the Cologix APA) (such conditions being the “**Vesting Conditions**”), and the delivery by the CRO or CRO of a certificate (a “**Closing Certificate**”) confirming such satisfaction or waiver either before the closing of the

² Unless otherwise defined under paragraph 2(b), the definitions under paragraph 2(b) shall have the meaning under the asset purchase agreement dated October 30, 2023 between Communications ULC and Cologix Canada, Inc.

Brookfield Transaction (the “**Brookfield Closing**”), or after the Brookfield Closing but prior to the date that is ninety (90) days following the Brookfield Transaction Closing (the “**Specified Date**”):

- (A) all of Communications ULC’s right, title and interest in and to the Acquired Assets shall vest absolutely in the name of Cologix if the Cologix Transaction closes before the Brookfield Transaction or prior to the Specified Date, free and clear of and from any and all Encumbrances (as defined in the Cologix APA) other than Permitted Encumbrances (as defined in the Cologix APA); and
- (B) all of the rights and obligations of Communications ULC under the Assigned Contracts and Acquired Leases (as defined in the Cologix APA) shall be assigned, conveyed and transferred to and assumed by Cologix pursuant to section 11.3 of the CCAA, with such assignment of the Assigned Contracts and Acquired Leases Contracts being declared valid and binding upon all of the Counterparties to the Assigned Contracts and Acquired Leases notwithstanding any restriction, condition or prohibition contained in any Assigned Contracts and Acquired Leases relating to the assignment thereof, including any provision requiring the consent to any assignment by a Counterparty,

which vesting, assigning, conveying and transferring in favour of Cologix is deemed to be effective immediately upon the delivery of the Closing Certificate to Cologix and Phoenix, if the Conditions other than the Vesting Conditions are satisfied before the Brookfield Closing, or as of the Brookfield Closing if the Conditions other than the Vesting Conditions are satisfied or waived after the Brookfield Closing but before the Specified Date, provided that if the Conditions other than the Vesting Conditions are not satisfied before the Specified Date, the provisions of the Cologix

Recognition Order, *inter alia*, vesting, assigning, conveying and transferring in favour of Cologix under the Cologix Recognition Order will be deemed to be of no force and effect; and

Miscellaneous Orders

- (e) an Order of this Honourable Court substantially in the form attached to the Application as **Schedule “C”** (the “**Miscellaneous Recognition Order**”):
 - (i) recognizing and giving effect in Canada to the following Orders of the US Bankruptcy Court:
 - (A) an Order of the US Bankruptcy Court entered on June 29, 2023 (i) authorizing and approving procedures to reject or assume executory contracts and unexpired leases, and (ii) granting related relief (the “**Contract Rejection/Assumption Procedures Order**”);
 - (B) a sixth interim Order entered on October 25, 2023 i) authorizing the Debtors to (A) continue using the cash management system, (B) honour 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 “**Sixth Interim Cash Management Order**”);
 - (C) an Order entered on November 16, 2023 (the “**Bid Protections Order**”) approving a break-up fee in the amount of \$23,250,000 and an expense reimbursement provision in an amount not to exceed \$7,750,000 granted in favour of Phoenix pursuant to section 8.2 of the Brookfield APA (the “**Bid Protections**”); and
 - (D) an Order entered on July 19, 2023 authorizing the (I) retention of AP Services, LLC, (II) designation of Eric Koza as CRO and

Raymond Li as DCRO effective as of the Petition Date, and (3) granting related relief (the “**Retention of AP Services Order**”);

- (ii) approving the professional fees, costs and disbursements of Gowling WLG (Canada) LLP (“**Gowling**”) for the period up to and including November 14, 2023;
- (iii) approving the professional fees and disbursements of Alvarez & Marsal Canada Inc. as information officer in these proceedings (the “**Information Officer**”) for the period of October 1, 2023, up to and including October 31, 2023;
- (iv) approving the professional fees and disbursements of McMillan LLP (“**McMillan**”) as counsel for the Information Officer for the period of October 1, 2023, up to and including October 31; and
- (v) granting such further and other relief as this Honourable Court may deem appropriate.

The grounds for this application are:

2. CTI is a US corporation incorporated pursuant to the laws of Delaware with its main office in Coral Gables, Florida and its registered office in Wilmington, Delaware. CTI is the ultimate parent corporation of a group of companies operating under the tradename “Cyxtera” that are incorporated in the US, Canada, United Kingdom, Germany, Australia, Japan, the Netherlands, Hong Kong, Singapore and the Cayman Islands and certain of which are debtors in the Chapter 11 Proceedings (CTI, together with the Debtors and their affiliates being collectively referred to as “**Cyxtera**” or the “**Cyxtera Group**”).

3. Cyxtera LLC is a US limited liability corporation incorporated pursuant to the laws of Delaware with its registered office in Wilmington Delaware, whose sole activity is to hold all of the shares in the capital of Communications ULC.

4. Communications ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of Alberta. Communications ULC's registered office is in Calgary, Alberta and it is extra-provincially registered and carries on business in British Columbia, Ontario, and Québec, where its data centers are located.

5. TRS ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of Alberta and with its registered office in Calgary, Alberta. Although TRS ULC does not have operations, it is extra-provincially registered in British Columbia, Ontario, and Québec. Communications ULC is the sole shareholder of TRS ULC.

6. Cyxtera is a leading global data center provider of: (i) 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; (ii) interconnection services—the practice of connecting information technology equipment to a customer's network service providers; and (iii) 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 2,000 customers worldwide. Founded in 2017 and headquartered in Coral Gables, Florida, Cyxtera employs a global workforce of over 600 employees worldwide and operates more than sixty data centers in over thirty markets around the world, including the US, Canada, London, Amsterdam, Singapore, Tokyo, and Germany.

7. On June 4, 2023 (the “**Petition Date**”), sixteen (16) Cyxtera entities, including CTI and the other Debtors, filed voluntary petitions for relief under Chapter 11 of the US Bankruptcy Code in the US Bankruptcy Court, commencing the Chapter 11 Cases, whereupon an automatic stay of proceedings against the Debtors came into effect under the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors-in-possession within the Chapter 11 Cases.

(1) Chapter 11 Plan and Brookfield Transaction

8. In March 2023, Cyxtera launched a comprehensive pre-petition marketing process (“**Prepetition Marketing Process**”) to engage potential interested parties concerning a significant investment in or purchase of some or all of Cyxtera’s assets and/or equity.

9. On May 4, 2023, Cyxtera, and a majority of Cyxtera’s first lien lenders (“**First Lien Lenders**”) pursuant to a first lien credit agreement (“**First Lien Credit Agreement**”), entered into a restructuring support agreement (“**Restructuring Support Agreement**”) which contemplated a dual-track process whereby Cyxtera would pursue a recapitalization transaction that would equitize Cyxtera’s first lien indebtedness while simultaneously finalizing the Prepetition Marketing Process after the Petition Date to determine whether a higher or otherwise better asset or equity transaction could be consummated. \$50,000,000 in working capital was provided to Cyxtera to finance short-term working capital needs pursuant to a bridge credit agreement (“**Bridge Credit Agreement**”), continue Cyxtera’s marketing process on a post-petition basis (the “**Marketing Process**”), and prepare for an orderly filing under Chapter 11 of the Us Bankruptcy Code.

10. On the Petition Date, the Debtors commenced the Chapter 11 Cases to initiate a court-supervised process to pursue confirmation of a recapitalization transaction (the “**Recapitalization Transaction**”) with an option to “toggle” if a sale transaction (“**Sale Transaction**”) materialized that proved more value maximizing.

11. The Marketing Process resulted in engagement with approximately eighty-eight potential financial and strategic parties (the “**Potential Purchasers**”). The Debtors also executed forty-five non-disclosure agreements with Potential Purchasers and provided them with access to a virtual data room containing comprehensive information regarding the Debtors’ business operations and related information. The virtual data room was extremely comprehensive, diligently maintained throughout the Marketing Process, and continuously populated with thousands of documents. In total, seven Potential Purchasers submitted non-binding letters of intent.

12. The Debtors' filed a *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* of (as modified, amended or supplemented from time to time, the "**Plan**") which maintained the flexibility to "toggle" from a recapitalization transaction if a higher or otherwise better sale transaction.

13. Following months of arm's-length, good faith negotiations with multiple parties, the Debtors, with the consent of the applicable First Lien Lenders, and in consultation with the unsecured creditors committee in the Chapter 11 Cases (the "**Committee**"), reached an agreement in principal with Phoenix, an affiliate of Brookfield Asset Management Inc. ("**Brookfield**") on the terms of a value-maximizing asset sale for the purchase and sale of substantially all of the Debtors' assets (collectively, the "**Brookfield Acquired Assets**"), including, subject to the Cologix APA (as discussed below), their personal property, leases and other executory contracts associated with Communications ULC's four Canadian data centres in Vancouver British Columbia, Mississauga and Markham Ontario, and Montreal Quebec (the "**Canadian Data Centres**" and the personal property, leases and other executory contracts associated with the Canadian Data Centres, the "**Canadian Assets**").

14. On October 31, 2023, the Debtors and Phoenix entered into the Brookfield APA, which includes a purchase price of \$775 million in cash, subject to certain adjustments, including with respect to the Vancouver and Montreal data centres and such related personal property, leases and other executory contracts, as discussed further below (the "**Brookfield Transaction**").

15. As a result of the Brookfield Transaction, holders of First Lien Claims (as defined in the Plan) ("**First Lien Claims**") will receive their *pro rata* share of the distributable consideration or approximately 67.9 percent recovery on account of their First Lien Claims.

16. On November 16, 2023, the Debtors were granted the US Confirmation Order from the US Bankruptcy Court which approved the Plan and the Brookfield Transaction.

17. The Plan provides for approval of the sale of the Debtors assets to Phoenix, the voting procedures for approval of the Plan and orderly wind down mechanics for the Debtors following their emergence from the Chapter 11 Cases.

(i) Recognition of the Plan

18. Recognition of the Plan in these Recognition Proceedings is appropriate based on the following reasons:

- (a) It is the culmination of months of negotiations and diligence by the Debtors and their key stakeholders, including the First Lien Lenders, Cyxtera's debtor in possession Lender ("**DIP Lender**") under an interim facility agreement ("**DIP Credit Agreement**") and the Committee, and is supported by those key stakeholders;
- (b) It has been prepared and made in good faith by Cyxtera;
- (c) It does not breach applicable Canadian law;
- (d) It is necessary for the protection of the Canadian Debtors' property and in the interests of the Canadian Debtors' creditors and other stakeholders;
- (e) It will not likely be followed by the need for liquidation or further financial reorganization of the Debtors, including the Canadian Debtors;
- (f) The Confirmation Recognition Order is critical to the restructuring of the Debtors as a global corporate unit. Obtaining the Confirmation Recognition Order is a condition precedent to closing the Brookfield APA and the closing of the Brookfield APA is a condition precedent to the culmination of the Plan;
- (g) The culmination of the Plan is currently the only means by which the Debtors' creditors can recover distributions in the Chapter 11 Cases;

- (h) The Canadian Debtors' operations are closely integrated with those of the other Debtors. Implementing the Plan, which includes the Brookfield APA is essential for the Debtors, including the Canadian Debtors, to emerge from restructuring;
- (i) The Plan is anticipated to be confirmed by the US Bankruptcy Court in accordance with well-established procedures and practices, including the court-approved Disclosure Statement and Bidding Procedures;
- (j) Canada is an ancillary jurisdiction in the reorganization of the Debtors;
- (k) The Confirmation Recognition Order is necessary to ensure the fair and efficient administration of this cross-border insolvency. It is in the interests of all stakeholders that there be a coordinated cross-border approach to ensure that the Debtors can successfully complete their Chapter 11 Cases; and
- (l) The Information Officer has reviewed the Plan and recommends the granting of the Confirmation Recognition Order.

19. The Plan also includes releases for the Debtors and third parties³ for the benefit of (the "**Released Parties**") and exculpations, compromising claims and interests, and enjoining certain causes of action. Each of these provisions is appropriate because, as applicable, they:

- (a) are the product of arm's length negotiations;
- (b) were critical to obtaining the support of the various constituencies for the Plan;
- (c) will be given for valuable consideration;

³ "**Released Party**" under the Plan means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Releasing Party; (e) each Agent; (f) each DIP Lender; (g) in the event of a Sale Transaction, the Purchaser; (h) the Committee and each member of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); (j) each Related Party of each Entity in clause (a) through this clause (j); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases described in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

- (d) are fair and equitable and in the best interests of the Debtors, their estates, and the Chapter 11 Cases, and are anticipated to have been sanctioned by the US Bankruptcy Court;
- (e) the Released Parties are necessary and essential to the restructuring of the Debtors, including the Canadian Debtors;
- (f) the claims to be released are rationally related to the purpose of the Plan and necessary for it;
- (g) the Plan cannot succeed without the releases, as they were a component of the agreement reached that resulted in the Released Parties providing support to the Debtors;
- (h) the Released Parties contributed in a tangible and realistic way to the Plan by providing, among other things, support to the Debtors;
- (i) the Plan will benefit not only the Debtors, but creditors generally, as it likely provides for greater recovery for the claimants than otherwise would have been possible;
- (j) the voting creditors who have approved the Plan did so with knowledge of the nature and effect of the releases; and
- (k) the releases are fair and reasonable and not overly broad or offensive to public policy.

(ii) Recognition of the Brookfield Transaction and Vesting

20. The sale of Communications ULC's assets under the Brookfield Transaction is commercially reasonable in the circumstances for the following reasons:

- (a) The Marketing Process leading to the Brookfield Transaction was extensive and appropriate in the circumstances;

- (b) The Information Officer has reviewed the Brookfield Transaction and recommends that granting of the Confirmation Recognition Order, which approves the Brookfield Transaction;
- (c) The interests of all parties have been considered by the Debtors:
 - (i) The Debtors consulted with the First Lien Lenders and DIP Lender as part of the sale of the Canadian Assets. The applicable First Lien Lenders and DIP Lender have consented to the Brookfield Transaction;
 - (ii) The Debtors consulted with the Committee and the Committee consented to the Brookfield Transaction. The Plan provides for an approximately USD\$8.65 million pool of funds to be held in trust for the Debtors unsecured creditors, including the unsecured creditors of the Canadian Debtors;
 - (iii) The employees of Communications ULC will receive employment offers from Brookfield at equivalent terms as their employment with Communications ULC;
 - (iv) Subject to the closing of the Cologix APA, Phoenix will be assigned the leases for all of the Canadian Data Centres and thus the landlords for the Canadian Data Centers will continue to have a viable tenant;
 - (v) Contractual counterparties will have their contracts assigned to or assumed by Phoenix and will continue to have a viable contractual counterparty to their existing contracts with Cyxtera;
- (d) The payments as required under paragraphs 6(5)(a) and (6)(a) of the CCAA will be made as part of the Brookfield Transaction;
- (e) The Brookfield Transaction minimizes disruption to the Debtors' businesses;

- (f) Brookfield has the financial capacity to close the Brookfield Transaction, minimizing any administrative burden to the Debtors;
- (g) The Debtors have made sufficient effort to get the best price possible for the sale of the Canadian Assets and have not acted improvidently;
- (h) The consideration received by the Debtors for the Canadian Assets contemplated in the Brookfield APA is reasonable and fair, taking into account their market value;
- (i) The Brookfield Transaction is more value maximizing than a Recapitalization Transaction, and creates more value than a hypothetical liquidation of the Canadian Assets under chapter 7 of the US Bankruptcy Code;
- (j) A vesting of the Canadian Assets in Brookfield is a condition precedent of the Brookfield APA and appropriate in the circumstances.

(iii) Assignment of Agreements under the Brookfield APA

21. Certain executory contracts and leases are anticipated to be assigned by the US Bankruptcy Court as part of the Brookfield Transaction, including the four (4) leases associated with the Canadian Data Centres (the “**Brookfield Assigned Contracts and Acquired Leases**”). It is appropriate that recognition of the assignments occurs on the basis that:

- (a) the Information Officer recommends the assignment of the Brookfield Assigned Contracts and Acquired Leases;
- (b) the US Bankruptcy Court has approved the assignment;
- (c) Brookfield has the financial capability to perform the obligations under the Brookfield Assigned Contracts and Acquired Leases;
- (d) it is a condition precedent of the Brookfield APA that the assignments occur;

- (e) the assignment of the Brookfield Assigned Contracts and Acquired Leases will benefit the Debtors' stakeholders by providing for the continuation of their Business, including ongoing trade and employment relationships;
- (f) the assignments avoid social and economic losses which would otherwise occur from the liquidation of Cyxtera Canada if the Brookfield APA failed to close.

22. Amounts needed to cure executory contracts under the Brookfield Transaction will be paid pursuant to the Brookfield APA. Further, the Plan provides for the mechanism to assign over the Brookfield Assigned Contracts and Acquired Leases from the Debtors to Phoenix as required under the Brookfield APA.

(2) Cologix Transaction

23. Since mid-2020, the Debtors have also engaged in negotiations with Cologix for the sale of the Debtors' Vancouver and Montreal data centre locations, including the personal property, leases and other executory contracts associated with those locations (collectively the "**Vancouver and Montreal Data Centres Assets**").

24. The Debtors performed an extensive marketing process for the sale of the Vancouver and Montreal Data Centre Assets. The Debtors have also spent significant periods of time negotiating with the landlords of the Vancouver and Montreal data centre on both lease extensions and authorization to assign their rights and obligations over to Cologix.

25. Communications ULC and Cologix have entered into the Cologix APA for a purchase price of \$10,000,000. The purchase price offered by Cologix is the highest or otherwise best offer for the Vancouver and Montreal Data Centres Assets. The Cologix Transaction will be in the best interests of the Debtors and their estates, as it serves to maximize the value of the Vancouver and Montreal Data Centres Assets.

26. The Brookfield APA and Cologix APA interact. The Brookfield APA includes terms and conditions which provide that if the Cologix Transaction closes prior to the closing of the Brookfield Transaction (the "**Brookfield Transaction Closing**"), then the Acquired Assets will

be sold and vest to Cologix. Alternatively, if the Cologix Transaction fails to close by the Brookfield Transaction Closing, and after the Specified Date (as defined herein), the Acquired Assets and Cologix APA will form part of the assets purchased under the Brookfield Transaction; however, if the Cologix Transaction closes within ninety (90) days of the closing of the Brookfield Transaction (being the “**Specified Date**”), then the Cologix APA will be deemed an excluded contract and the Vancouver and Montreal Data Centres Assets will be deemed excluded assets under the Brookfield APA. The Brookfield APA contains certain mechanisms to provide for Cologix’s purchase of the Acquired Assets under the Cologix APA from Phoenix under this second scenario. In the further alternative, if the Cologix Transaction fails to close by the Specified Date, the Acquired Assets will remain assets purchased by Phoenix under the Brookfield APA.

27. The purpose of the interaction between the Cologix APA and Brookfield APA is to ensure that the Vancouver and Montreal Data Centres Assets are conveyed in one fashion or another and the culmination of the Plan is not delayed due to the failure of the Cologix Transaction to close by the Brookfield Transaction Closing. The interplay between the Brookfield Transaction and Cologix Transaction also ensures that all of the Canadian Data Centres will be conveyed by Communications ULC reducing administrative costs to the Debtors and benefiting the Debtors stakeholders.

28. The Cologix Transaction, or alternatively, the Vancouver and Montreal Data Centres Assets remaining part of the Canadian Assets under the Brookfield Transaction, minimizes disruption to the Debtors’ businesses.

29. Cologix has the financial capacity to close the Cologix Transaction quickly, minimizing any administrative burden to the Debtors.

30. The Debtors obtained an Order (the “**Canada Sale Order**”) from the US Bankruptcy Court approving the Cologix Transaction. CTI and the Canadian Debtors seek an order recognizing and giving effect in Canada to the Canada Sale Order and a vesting order vesting the Vancouver and Montreal Data Centres Assets to Cologix subject to the Cologix Transaction closing before or within 90 days of the closing of the Brookfield Transaction. If the Cologix Transaction fails to close within 90 days of the Brookfield Transaction closing, then the Vancouver and Montreal Data

Centres Assets shall continue to form part of the Brookfield Transaction and will continue to be vested in Phoenix.

31. The Debtors also anticipate obtaining the Supplemental Assignment of Acquired Agreements Order after November 19, 2023 which will assign over further executory Canadian contracts pertaining to the Vancouver Data Centre.

(i) Recognition of the Cologix Transaction and Vesting

32. The sale or disposition of the Vancouver and Montreal Data Centres Assets under the Cologix Transaction is reasonable in the circumstances for the following reasons:

- (a) the Marketing Process and negotiation leading to the Cologix Transaction was a culmination of months of diligent efforts and reasonable in the circumstances;
- (b) the Information Officer has reviewed the Cologix Transaction and recommends the approval of the recognition of the Canada Sale Order approving the Cologix Transaction by the US Bankruptcy Court;
- (c) the interests of all parties have been considered by the Debtors:
 - (i) the First Lien Lenders and DIP Lender has been consulted and support the Cologix Transaction and the interplay between the Brookfield Transaction and Cologix Transaction;
 - (ii) the Committee was consulted with by the Debtors as part of the sale of the Vancouver and Montreal Data Centres Assets in the Cologix Transaction and have consented to the sale;
 - (iii) the employees of Communications ULC working at the Vancouver and Montreal Data Centres will receive employment offers from Cologix with the same or better terms as their employment contracts with Communications ULC;

- (iv) Cologix will be assigned the leases for the Vancouver and Montreal Data Centres and thus the landlords of those locations will have a viable tenant take over the Communications ULC leases; and
- (v) Contractual counterparties to Communications ULC with respect to the Vancouver and Montreal Data Centres will have their contracts assigned to or assumed by Cologix and will continue to have a viable contractual counterparty to their existing contracts with Cxtera;
- (d) The payments as required under paragraphs 6(5)(a) and (6)(a) of the CCAA will be made as part of the Cologix Transaction;
- (e) The Cologix Transaction minimizes disruption to the Communications ULC's businesses, and Cologix has the financial capacity to close the Cologix Transaction, minimizing any administrative burden to the Debtors;
- (f) The Debtors have made sufficient effort to get the best price possible for the sale of the Vancouver and Montreal Data Centres Assets and have not acted improvidently;
- (g) The \$10,000,000 in consideration received by Communications for the Vancouver and Montreal Data Centres Assets contemplated in the Cologix Transaction is reasonable and fair, taking into account their market value;
- (h) The sale price for the Vancouver and Montreal Data Centres Assets in the Cologix Transaction is greater than the value of the Canadian Data Centre Assets if all of Communications ULC's assets were liquidated under Chapter 7 of the US Bankruptcy Code;
- (i) A vesting of the Vancouver and Montreal Data Centres Assets in Cologix is a condition precedent of the Cologix APA, and subject to the Cologix Transaction closing by the Brookfield Transaction Closing or Specified Date, appropriate in the circumstances.

(ii) Assignment of Agreements under Cologix APA

33. Certain executory contracts and leases have been assigned pursuant to the Canada Sale Order and are anticipated to be assigned pursuant to the Supplemental Assignment of Acquired Agreements Order, including the leases associated with the Vancouver and Montreal Data Centres (the “**Cologix Assigned Contracts and Acquired Leases**”). It is appropriate that recognition of the assignments occurs on the basis that:

- (a) the Information Officer recommends the assignment of Cologix Assigned Contracts and Acquired Leases;
- (b) the US Bankruptcy Court is expected to approve the assignment of the Cologix Assigned Contracts and Acquired Leases;
- (c) Cologix has the financial capability to perform the obligations;
- (d) it is appropriate that the assignments are recognized as it is a condition precedent of the Cologix APA that the assignments occur;
- (e) the assignment of the Cologix Assigned Contracts and Acquired Leases will benefit the Debtors’ stakeholders by providing for the continuation of the Business, including ongoing trade and employment relationships;
- (f) the assignments avoid social and economic losses which would otherwise occur from the liquidation of Cyxtera Canada if the Cologix APA failed to close.

34. Amounts needed to cure executory contracts under the Cologix Transaction will be paid pursuant to the Cologix APA. The Contract Rejection/Assumption Procedures Order provides the mechanism for assigning over executory contracts contemplated by the Cologix APA.

(3) Miscellaneous Orders

(a) Contract Rejection/Assumption Procedures Order

35. The Cologix APA requires the assumption of the Cologix Assigned Contracts and Acquired Leases.. The mechanics for the assumption of contracts under the Contracts Rejection/Assumption Procedures Order will be used as the mechanics for assuming the Cologix Assigned Contracts and Acquired Leases under the Cologix APA. Accordingly, it is necessary that the Contracts Rejection/Assumption Procedures Order now be recognized in these Recognition Proceedings.

(b) Sixth Interim Cash Management Order

36. On October 11, 2023, this Honourable Court granted an Order recognizing, and giving effect in Canada to, a fifth interim cash management order (“**Fifth Interim Cash Management Order**”) and a cash transfer order (“**Cash Transfer Order**”).

37. On or around October 25, 2023, the US Bankruptcy Court granted a sixth interim cash management order (“**Sixth Interim Cash Management Order**”) on a certificate of no objection filed by the Chapter 11 Debtors. The Sixth Cash Management Order was granted a result of Bank of America not finalizing Communications ULC’s United States banking arrangements prior to the expiry of the Fifth Interim Cash Management Order and the Debtors requirement to obtain a final cash management order.

38. CTI and the Debtors request that the Sixth Interim Cash Management Order be recognized and given effect in Canada by this Honourable Court pursuant to section 49 of the CCAA so that the Debtors cash management system can continue to be utilized in Canada pending the Bank of America accounts being finalized and the Debtors obtaining a final cash management order in the Chapter 11 Cases.

(c) Bid Protections Orders

39. On July 12, 2023, this Honourable Court recognized a Bid Procedures Order of the US Bankruptcy Court. The Bid Procedures Order set out, among other things, the procedure for designating bids as stalking horse bids, and providing for break fees and reimbursement of costs in respect thereof.

40. The Bid Protections Order provides that Brookfield APA shall act as a stalking horse bid and is the mechanism in which Phoenix and the Debtors will rely upon in the event a superior bid arises between the time of the granting of the Confirmation Order and the closing of the Brookfield Transaction. If a transaction does present itself which is superior to the Brookfield APA, a break-up fee in the amount of \$23,250,000 and an expense reimbursement provision in an amount not to exceed \$7,750,000 granted in favour of Phoenix pursuant to section 8.2 of the Brookfield APA will be payable to Phoenix, in accordance with the Brookfield APA, and the payment of those fees will be protected pursuant to the Bid Protections Order.

41. It is necessary that the Bid Protections Order be recognized in these Recognition Proceedings as at a minimum, the two data centres in Mississauga and Markham Ontario and their associated assets (the “**Ontario Data Centres Assets**”) fall within the assets to be acquired in the Brookfield APA and thus Brookfield would be entitled to the break-up fee and expense reimbursement on the basis it is not conveyed the Ontario Data Centres Assets, in addition to the Debtors’ other assets.

(d) Retention of AP Services Order

42. On July 19, 2023, pursuant to the Retention of AP Services Order AlixPartners LLP was approved by the US Bankruptcy Court as financial advisor of the Debtors, and Eric Koza and Raymond Li were approved as CRO and DCRO respectively.

43. The proposed Canadian recognition orders for the Confirmation Order and Canada Sale Order include closing certificates from the CRO or DCRO of the Canadian Debtors. The certificates were prepared for the CRO or DCRO to sign as it is customary in Canadian insolvency

proceedings for a court officer to file and serve such certificates once all of the conditions precedent to the closing of a court supervised transaction have been completed in order for assets to vest in a purchaser, and the CRO or DCRO is the closest equivalent to a court officer in the Chapter 11 Cases.

44. It is therefore necessary for the Retention of AP Services Order to be recognized in Canada to allow the CRO or DCRO to execute the necessary certificates.

(4) Need for the Aforementioned Relief

45. Section 49 of the CCAA grants this Honourable Court broad discretion to make any order that it considers appropriate in the Recognition Proceedings if it is satisfied that the order is necessary for the protection of a debtor company's property or the interests of its creditors.

46. It is of critical to CTI, the Canadian Debtors and other Debtors, and to the continued coordination of the Chapter 11 Cases and these Recognition Proceedings, that the aforementioned Orders be recognized and given effect in Canada by this Honourable Court as their recognition is a condition precedent to the closing of the Brookfield Transaction, the Plan and Cologix Transaction, and serve to maximize the values of the assets to be purchased by Brookfield and/or Cologix for the benefit of the Debtors, their Estates and their stakeholders. After extensive negotiations with the numerous parties in interest and a robust Marketing Process that spanned many months both prior to and after the Petition Date, the Plan, Brookfield Transaction and Cologix Transaction are in the best interests of the Debtors and their stakeholders.

47. Accordingly, CTI and the Canadian Debtors request that the Confirmation Recognition Order, Cologix Recognition Order, and Miscellaneous Recognition Order be recognized and given effect in Canada by this Honourable Court pursuant to section 49 of the CCAA.

(6) Recognition of the Aforementioned Orders is Appropriate

48. Recognition of the Confirmation Recognition Order, Cologix Recognition Order, Miscellaneous Recognition Order and Reverse Vesting Order is necessary for the protection of the

Debtors' property and the interests of the Debtors' creditors and furthers the policies contemplated by section 44 of the CCAA, namely:

- (a) cooperation between this Honourable Court and the US Bankruptcy Court;
- (b) the fair and efficient administration of the Chapter 11 Cases and these Recognition Proceedings to protect the interests of creditors, other interest persons and the Debtors;
- (c) protecting and maximizing the value of the Canadian Debtors' properties;
- (d) to enhance the prospects of rescuing the financially troubled business of the Debtors.

49. Accordingly, CTI and the Canadian Debtors request that the Confirmation Recognition Order, Cologix Recognition Order, and Miscellaneous Recognition Order be recognized and given effect in Canada by this Honourable Court pursuant to section 49 of the CCAA.

(7) Professional Fees and Disbursements

50. The account of Gowling as Canadian counsel for the Foreign Representative and Debtors, as attached to the Li Affidavit, reflects the work performed by Gowling, and the account is accurate, fair, and reasonable.

51. The accounts of the Information Officer and McMillan reflect the work performed by them respectively, and their accounts are accurate, fair, and reasonable.

(8) Further Grounds

52. The further and other grounds set out in the Li Affidavit.

Affidavit or other evidence to be used in support of this application:

53. Affidavit of Eric Koza, sworn June 6, 2023.
54. Affidavit of Eric Koza #2, sworn June 30, 2023.
55. Affidavit of Eric Koza #3, sworn July 27, 2023.
56. Affidavit of Eric Koza #4, sworn September 1, 2023.
57. Affidavit of Eric Koza #5, sworn October 5, 2023.
58. Affidavit of Raymond Li , sworn November 17, 2023.
59. Secretarial Affidavit of Kristy DeIure, sworn June 7, 2023.
60. Secretarial Affidavit of Kristy DeIure, to be sworn.
61. Affidavit of Service, to be sworn.
62. Fifth Report dated November 17, 2023 of the Alvarez & Marsal Canada Inc. in its capacity as Information Officer in these recognition proceedings.
63. The materials filed in the Chapter 11 Proceedings.
64. Such further materials as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

65. *Companies' Creditors Arrangement Act*, RSC 1995, c C-36, as amended.
66. *Business Corporations Act*, RSA 2000, c B-9.
67. The Alberta Rules of Court.
68. Such further and other legal basis as counsel may advise and this Honourable Court may allow.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings as against the applicant(s) and as against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice of them to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

APPENDIX “A”
Virtual Court Room Details

Virtual Courtroom 01 has been assigned for the following matter:

Date: Nov 21, 2023 01:00 PM

Style of Cause: 2301 07385 - CYXTERA TECHNOLOGIES INC. v. COMPANIES

CREDITORS ARRANGEMENT ACT

Presiding Justice: NIXON (D.B.), ACJ

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom01>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:
<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

SCHEDULE "A"
Proposed Confirmation Recognition Order

COURT FILE NUMBER 2301-07385 Clerk's Stamp

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE 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 **CONFIRMATION RECOGNITION
ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice B. Nixon

UPON THE APPLICATION by Cyxtera Technologies, Inc. ("CTI"), in its capacity as foreign representative (in such capacity, the "**Foreign Representative**") of Cyxtera Canada LLC ("Cyxtera LLC"), Cyxtera Communications Canada, ULC ("**Communications ULC**") and

Cyxtera Canada TRS, ULC (“**TRS ULC**”, together with Cyxtera LLC and Communications ULC, the “**Canadian Debtors**”) and other affiliates of CTI and the Canadian Debtors (together with CTI and the Canadian Debtors, the “**Debtors**”) in their cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”, and these proceedings under Part IV, the “**Recognition Proceedings**”) for an Order (the “**Confirmation Recognition Order**”):

- (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the “**US Confirmation Order**”):
 - (i) confirming the fourth amended joint plan of reorganization of the Debtors under the US Bankruptcy Code (the “**Plan**”) together with the Plan Supplement (as defined in the Plan), declaring that the Plan, the Plan Supplement, and the US Confirmation Order shall be effective and binding as of the Effective Date (as defined in the Plan) on all parties in interest including (1) the Debtors, (2) the Holders of DIP Claims (as defined in the Plan), (3) the Holders of the Receivables Program Claims (as defined the Plan), (4) the Holders of First Lien Claims (as defined in the Plan), (5) the Holders of General Unsecured Claims (as defined in the Plan), (6) the Committee (as defined in the Plan), (7) Phoenix (as defined below) and (8) all other Holders of Claims and Interests (as defined in the Plan), overruling in their entirety all Objections (as defined in the Plan), responses, reservations and comments in opposition to the Plan;
 - (ii) authorizing the Debtors to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the “**Brookfield APA**”) by and among Phoenix Data Center Holdings LLC as purchaser (“**Phoenix**”) and CTI, the Canadian Debtors and the other Debtors as sellers (collectively, the “**Sellers**”) and approving the sale thereunder (the

“Brookfield Transaction”) of the Acquired Assets (as defined in the Brookfield APA) and the assumption by the Sellers and assignment to Phoenix of the Assigned Contracts and Acquired Leases (each as defined in the Brookfield APA) and granting related relief;

- (b) vesting all of the right, title and interest of the Canadian Debtors in and to the Canadian Assets (as defined in the Brookfield APA) in Phoenix, and assigning the Assigned Agreements and Acquired Leases included in the Canadian Assets (collectively, the **“Acquired Agreements”**), free and clear of any and all Liens, Claims, Interests, charges, and other Encumbrances (each as defined in the Plan) of any kind or nature (except for those Liens, Claims, Interests, charges, or other Encumbrances expressly assumed by the Phoenix pursuant to the terms of the Brookfield APA); and
- (c) providing the additional relief described herein;

AND UPON reading the Application, the Li Affidavit, the fifth report of Alvarez and Marsal Canada Inc. in its capacity as information officer in these proceedings (the **“Information Officer”**) dated November 17, 2023 (the **“Fifth Report”**), the Secretarial Affidavit of Kristy DeLure sworn November ●, 2023, and the Affidavit of Service of Darlene Calderon sworn November ●, 2023, each filed;

AND UPON taking notice that under the Brookfield APA, the Acquired Agreements include the asset purchase agreement dated October 30, 2023 (the **“Specified Agreement”**) between Communications ULC and Cologix Canada, Inc. (**“Cologix”**), and the Canadian Assets include the Acquired Assets as defined in the Specified Agreement (such Acquired Assets being referred to herein and in the Brookfield APA as the **“Specified Assets”**), and that in the circumstances described below, the Specified Agreement will become an Excluded Agreement (as defined in the Brookfield APA) and the Specified Assets will become Excluded Assets (as defined in the Brookfield APA), and the Specified Assets will vest in Cologix free and clear of any Encumbrances other than Permitted Encumbrances pursuant to the Cologix Recognition Order of this Honourable Court that is being applied for concurrently in the Application.

AND UPON HEARING the submissions of counsel for the Foreign Representative and the Canadian Debtors, counsel for the Information Officer, counsel for Phoenix, counsel for Cologix Canada, Inc. (“**Cologix**”), counsel to the DIP/First Lien Group, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application and time for service of this application is abridged to that actually given.

Defined Terms

2. Capitalized terms used but not otherwise defined in this Confirmation Recognition Order shall have the meanings given to them in the Brookfield APA or the US Confirmation Order, as applicable.

Recognition of the Confirmation Order

3. The US Confirmation Order made by the US Bankruptcy Court in the Chapter 11 Cases is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA, a copy of which is attached hereto as **Schedule “1”**.

4. The Canadian Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable in Canada or any province or territory thereof for completion and implementation of the US Confirmation Order, the Plan, the Brookfield APA, the Brookfield Transaction and the vesting and conveyance of the Canadian Assets in and to Phoenix in accordance with the terms and conditions of thereof.

Closing Certificate

5. The Chief Restructuring Officer (the “**CRO**”) or Deputy Chief Restructuring Officer (the “**DCRO**”) of the Canadian Debtors is authorized and directed to forthwith deliver to Phoenix, file with this Court, and serve on the current service list maintained by the Foreign Representative and Canadian Debtors in these Recognition Proceedings (the “**Service List**”), a certificate substantially in the form attached to this Confirmation Recognition Order as **Schedule “2”** (the “**Closing Certificate**”) confirming that all conditions precedent in the Brookfield APA have been satisfied or waived in accordance with the Brookfield APA, other than the vesting and conveyance of the Canadian Assets and the assignment and transfers of the Acquired Agreements becoming effective in accordance with this Confirmation Recognition Order. Further, the CRO or the DCRO shall forthwith thereafter provide a copy of this Confirmation Recognition Order and the Closing Certificate to Kurtzman Carson Consultants LLC (“**KCC**”), the Claims and Noticing Agent appointed pursuant to the Order of the US Bankruptcy Court entered June 6, 2023 (the “**Claims Agent Order**”), and instruct KCC to serve copies of this Confirmation Recognition Order and the Closing Certificate on each Counterparty (as defined below) in interest in the Chapter 11 Cases.

VESTING OF PROPERTY

6. Effective upon the CRO or the DCRO delivering the Closing Certificate to Phoenix:
- (a) all of the Canadian Debtors’ right, title and interest in and to the Canadian Assets, shall vest absolutely in the name of Phoenix, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, prior claims, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”), including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Supplemental Order – Foreign Main Proceeding of the Honourable Justice Nixon pronounced June 7, 2023 in these Recognition Proceedings;
- (ii) any charges, security interests or claims evidenced by registrations, publications or filings pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia), the *Civil Code of Quebec*, or any other personal property registry system;
- (iii) any liens, claims of lien or legal hypothecs under the *Builders' Lien Act* (British Columbia), the *Construction Lien Act* (Ontario), or the *Civil Code of Quebec*; and
- (iv) those Claims listed in **Schedule “3”** to this Confirmation Recognition Order

(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include Permitted Encumbrances and Permitted Post-Closing Encumbrances (as those terms are defined in the Brookfield APA), which Permitted Encumbrances and Permitted Post-Closing Encumbrances, for clarity, include the Encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “4”** to this Confirmation Recognition Order, and for greater certainty, this Court orders that all Claims including Encumbrances, other than Permitted Encumbrances and Permitted Post-Closing Encumbrances, affecting or relating to the Canadian Assets are hereby expunged, discharged and terminated as against the Canadian Assets;

- (b) this Court orders that the Quebec Personal and Movable Real Rights Registrar shall strike and discharge any registration in connection with the Canadian Assets, including such registrations as described at Schedule 3 to this Confirmation Recognition Order upon presentation of a true copy of the Discharge Order substantially in the form attached to this Confirmation Recognition Order as **Schedule “5”** (the “**Quebec Discharge Order**”), the required forms and payment of prescribed fees;

- (c) all of the rights and obligations of the Canadian Debtors under the Acquired Agreements shall be assigned, conveyed and transferred to and assumed by Phoenix pursuant to section 11.3 of the CCAA and the assignment of the Acquired Agreements is hereby declared valid and binding upon all of the counterparties to the Acquired Agreements (each a “**Counterparty**”) notwithstanding any restriction, condition or prohibition contained in any such Acquired Agreements relating to the assignment thereof, including any provision requiring the consent of any party to any assignment;
- (d) no Counterparty to any Acquired Agreement or any other person shall make or pursue any demand, claim, action or suit or exercise any right or remedy under such Acquired Agreements against Phoenix relating to the Canadian Debtors having sought or obtained relief under the CCAA or having commenced the Chapter 11 Cases, the insolvency of the Canadian Debtors or any failure by the Canadian Debtors to perform a non-monetary obligation under any Agreement, and all such Counterparties and other persons shall be forever barred and estopped from taking such action;
- (e) all Cure Costs (as defined in the Brookfield APA, the “**Cure Costs**”) in relation to the Acquired Agreements, if any, shall be paid by the Sellers to each Counterparty entitled thereto in accordance with the Brookfield APA, and the Cure Costs shall be paid by the Canadian Debtors to the Counterparties on the Effective Date (as defined in the Plan) or as soon as reasonably practical thereafter or otherwise in accordance with the US Confirmation Order, the Plan and the Brookfield APA; and
- (f) no Counterparty under any Acquired Agreement shall have any claim whatsoever against the Canadian Debtors upon full payment of any Cure Costs by the Sellers to a Counterparty,

subject, however, to paragraph 7 of this Confirmation Recognition Order.

7. In the event that all conditions precedent in the Specified Agreement are satisfied or waived, other than the vesting in and transfer and assignment of the Specified Assets in accordance with the Specified Agreement (the “**Specified Conditions**”), prior to the date that is ninety (90) days following the closing of the Brookfield Transaction (the “**Specified Date**”, and such closing, the “**Brookfield Transaction Closing**”), the CRO or DCRO is authorized and directed to deliver to Phoenix and Cologix Canada, Inc. (“**Cologix**”) a certificate substantially in the form attached as **Schedule “6”** to this Confirmation Recognition Order (the “**Acquired Specified Assets Certificate**”) certifying that the Specified Conditions were satisfied or waived prior to the Specified Date, whereupon the Specified Agreement shall be deemed to be excluded from the Acquired Agreements and to be an Excluded Contract under the Brookfield APA, and the Specified Assets shall be deemed to be excluded from the Canadian Assets and to be Excluded Assets under the Brookfield APA, which exclusions shall relate back and be effective as of the date of the Brookfield Transaction Closing, immediately prior to the vesting, assignments, conveying and transferring of the Specified Assets (including for certainty the Assigned Contracts and Acquired Leases as defined in the Specified Agreement) on such date pursuant to the Cologix Recognition Order.

8. The CRO or DCRO of the Canadian Debtors is authorized and directed to file with the Court and serve on the Service List a copy of the Acquired Specified Assets Certificate forthwith after delivery thereof to Phoenix and Cologix, and is further directed to instruct KCC to serve copies of the Acquired Specified Assets Certificate on all Creditors, Counterparties and other parties in interest in the Chapter 11 Cases.

9. Upon delivery of the Closing Certificate, and upon filing of a certified copy of this Confirmation Recognition Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Closing Certificate and certified copy of this Confirmation Recognition Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to Phoenix or its nominee clear title to the Canadian Assets subject only to Permitted Encumbrances and Permitted Post-Closing Encumbrances as set

forth in and in accordance with the Brookfield APA. Without limiting the foregoing, the Canadian Intellectual Property Office (“**CIPO**”) or any similar Governmental Authority or organization is hereby directed to (i) transfer any applications or registrations currently in the name of the Canadian Debtors to the name of Phoenix and (ii) amend all applicable registries at CIPO or similar registry by deleting the name of the Canadian Debtors and replacing it with the name of Phoenix.

10. In order to affect any transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Confirmation Recognition Order, the Plan and the Brookfield APA. Presentment of this Confirmation Recognition Order and the Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Canadian Assets of any Claims including Encumbrances but excluding Permitted Encumbrances and Permitted Post-Closing Encumbrances as set forth in and in accordance with the Brookfield APA.

11. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Canadian Assets is required for the due execution, delivery and performance by the Canadian Debtors of the Brookfield APA.

12. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Canadian Assets shall stand in the place and stead of the Canadian Assets from and after delivery of the Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances and Permitted Post-Closing Encumbrances as set forth in and in accordance with the Brookfield APA) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Canadian Assets and may be asserted against the net proceeds from sale of the Canadian Assets with the same priority as they had with respect to the Canadian Assets immediately prior to the sale, as if the Canadian Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

13. Phoenix shall not, by completion of the Brookfield Transaction, have liability of any kind whatsoever in respect of any Claims against the Canadian Debtors, except as expressly provided for in the Brookfield APA or with respect to a breach of the requirements of section 9(1) of Ontario's *Employment Standards Act, 2000*, or by section 97 of the British Columbia *Employment Standards Act*, section 97 of the *Act Respecting Labour Standards* (Quebec) and article 2097 of the *Civil Code of Québec*.

14. Upon completion of the Brookfield Transaction, the Canadian Debtors and all persons who claim by, through or under the Canadian Debtors in respect of the Canadian Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Canadian Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances and Permitted Post-Closing Encumbrances as set forth in and in accordance with the Brookfield APA, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Canadian Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Canadian Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Canadian Assets, they shall forthwith deliver possession thereof to Phoenix.

15. Phoenix shall be entitled to enter into and upon, hold and enjoy the Canadian Assets for its own use and benefit without any interference of or by the Canadian Debtors, or any person claiming by, through or against the Canadian Debtors.

16. Immediately upon closing of the Brookfield Transaction, holders of Permitted Encumbrances and Permitted Post-Closing Encumbrances shall have no claim whatsoever against the Canadian Debtors.

17. Upon the filing of a Closing Certificate, the Canadian Debtors are authorized and directed to deliver to Registrar of the Corporations Branch of Alberta ("**Registrar**") the Closing Certificate, this Confirmation Recognition Order, the Initial Recognition Order – Foreign Main Proceeding Dated June 7, 2023, and Articles of Reorganization of Communications ULC and TRS ULC under

section 173(1) and 192(1)(c) and (4) of the *Business Corporations Act* (Alberta) changing the names of Communications ULC and TRS ULC thereof to numbered corporations having numbers assigned by the Registrar and in the style of “[assigned number] Alberta Inc.”, and authorizing the Registrar to file such Articles of Reorganization to make effective such changes of the corporate names of Communications ULC and TRS ULC.

18. The Canadian Debtors are authorized and permitted to disclose and transfer to Phoenix all human resources and payroll information in the Canadian Debtors’ records pertaining to the Canadian Debtors’ past and current employees. Phoenix shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Canadian Debtors were entitled.

MISCELLANEOUS MATTERS

19. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “*BIA*”), in respect of the Canadian Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Canadian Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Canadian Assets in Phoenix pursuant to this Confirmation Recognition Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Canadian Debtors and shall not be void or voidable by creditors of the Canadian Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or globally, to give effect to this Confirmation Recognition Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Confirmation Recognition Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Confirmation Recognition Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Confirmation Recognition Order.

21. Each of the Canadian Debtors, the Foreign Representative, the Information Officer and Phoenix shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Confirmation Recognition Order and to assist and aid the parties in closing the Brookfield Transaction.

22. This Confirmation Recognition Order shall be effective as of 12:01 A.M. MST on the date of this Confirmation Recognition Order.

23. Service of this Confirmation Recognition Order shall be deemed good and sufficient by serving the same on the persons listed on the service list created in these proceedings, any other person served with notice of the application for this Confirmation Recognition Order, any other parties attending or represented at the application for this Confirmation Recognition Order, and Phoenix or Phoenix's solicitors, and by posting a copy of this Confirmation Recognition Order on the Information Officer's website at <http://www.alvarezandmarsal.com/CyxteraCanada> and service on any other person is hereby dispensed with.

24. Service of this Confirmation Recognition Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Confirmation Recognition Order.

Justice of the Court of King's Bench of Alberta

Schedule “1”
Confirmation Recognition Order

Schedule “2”

Form of Closing Certificate

COURT FILE NUMBER 2301-07385 Clerk’s Stamp

COURT COURT OF KING’S BENCH OF
ALBERTA

JUDICIAL CENTRE 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 **CLOSING CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECITALS

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

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced the following Orders under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"): (a) an Order (the "**Recognition Order**"), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign representative of the Canadian Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Honourable Court in these recognition proceedings.

3. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court pronounced an Order (the "**Confirmation Recognition Order**") (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the "**US Confirmation Order**") (i) authorizing the Canadian Debtors to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the "**Brookfield APA**") by and among Phoenix Data Center Holdings LLC as purchaser ("**Phoenix**") and CTI, the Canadian Debtors and their affiliated corporations as sellers, (ii) approving the sale of the Acquired Assets (as defined in the Brookfield APA, and the purchase and sale thereunder, the "**Brookfield Transaction**"), free and clear of all Claims and Encumbrances, other than Permitted Encumbrances and Permitted Post-Closing Permitted Encumbrances as set forth in and in accordance with the Brookfield APA (each as defined in the Brookfield APA), (iii) approving the assumption and assignment of Assigned Contracts and Acquired Leases (as defined in the Brookfield APA, and referred to herein as the "**Acquired Agreements**"), and (iv) granting related relief; and (b) (i) vesting the Canadian Assets (as defined in the Brookfield APA) in Phoenix on the terms set out therein, and (ii) assigning the Assigned Contracts and Acquired Leases included in the Canadian Assets to Phoenix; and (c) providing the additional relief described herein.

4. Under paragraph 5 of the Confirmation Recognition Order, the Chief Restructuring Officer (the "**CRO**") or Deputy Chief Restructuring Officer ("**DCRO**") of the Canadian Debtors is authorized and directed to deliver to Phoenix, file with the Court, and serve on the current service list maintained by Foreign Representative and Canadian Debtors in these recognition proceedings

this Closing Certificate confirming that the conditions precedent in the Brookfield APA have been satisfied or waived in accordance with the Brookfield APA, other than the vesting and conveyance of the Canadian Assets and the assignment and transfers of the Agreements becoming effective in accordance with the Confirmation Recognition Order.

5. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Brookfield APA.

THE [CRO / DCRO] OF THE CANADIAN DEBTORS CERTIFIES the following:

1. The conditions precedent in the Brookfield APA have been satisfied or waived in accordance with the Brookfield APA, other than the vesting and conveyance of the Canadian Assets and the assignment and transfer of the Acquired Agreements becoming effective in accordance with the Confirmation Recognition Order.

This Certificate was delivered by the **[CRO / DCRO]** of the Canadian Debtors at **[Time]** on **[Date]**.

Name:

Title:

**Schedule “3”
Encumbrances**

(a) Personal Property Registration for Cyxtera Communications Canada, ULC

(i) Ontario Personal Property Registrations

Registration No. (and amendments)	20230511 1146 1590 3070
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

Registration No. (and amendments)	20230511 1159 1590 3079
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

Registration No. (and amendments)	20230602 1117 1590 6100
Registration Type	PPSA

Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

(ii) British Columbia Personal Property Registrations

Registration No. (and amendments)	529466P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	529469P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.

Collateral: General	All present and after-acquired personal property of the Debtor
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Registration No. (and amendments)	576771P
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

(iii) Quebec Personal and Movable Real Rights Registrations

Registration No. (and amendments)	2307424770001
Registration Date	June 26, 2023
Expiry	June 22, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>“Acte” signifie l'acte d'hypothèque mentionné à la section “Référence à l'acte constitutif”;</p> <p>“Constituant” désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>“Titulaire” désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du</p>

	Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;
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Registration No. (and amendments)	2305539200001
Registration Date	May 12, 2023
Expiry	May 12, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>“Acte” signifie l'acte d'hypothèque mentionné à la section “Référence à l'acte constitutif”;</p> <p>“Constituant” désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>“Titulaire” désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;</p>

Registration No. (and amendments)	2305526260001
Registration Date	May 11, 2023
Expiry	May 11, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	CITIBANK, N.A.
Collateral: Serial Number Goods	None.

Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>« Constituant » désigne Cyxtera Communications Canada, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>« Titulaire » désigne Citibank, N.A., en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité.</p>
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(iv) Alberta Personal Property Registrations

Registration No. (and amendments)	23051111749
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23051111815
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.

Collateral: General	All present and after-acquired personal property of the Debtor
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Registration No. (and amendments)	23060210406
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	19100919536
Registration Type	SALE OF GOODS OR FACTORS ACT
Registration Date	2019-Oct-09
Expiry	2044-Oct-09
Debtors	CYXTERA COMMUNICATIONS CANADA, INC.
Secured Party	1. COMPAGNIE DE SERVICES FINANCIERS HEWLETT- PACKARD CANADA 2. HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
Collateral: Serial Number Goods	None.
Collateral: General	ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE

	FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.
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Registration No. (and amendments)	22081726648
Registration Type	SECURITY AGREEMENT
Registration Date	2022-Aug-17
Expiry	2027-Aug-17
Debtors	Cyxtera Communications Canada, Inc.
Secured Party	Liberty Commercial Finance
Collateral: Serial Number Goods	None.

<p>Collateral: General</p>	<p>1. ALL OF THE DEBTOR'S INTERESTS IN THE FOLLOWING EQUIPMENT: 13 COMPU-AIRE CRAHS, SYSTECON PACKAGE AND GUENTNER FLUID COOLER; CONTRACT WORK INCLUDING BUT NOT LIMITED TO THE FOLLOWING: INSURANCE, PARTNERING, PROJECT MANAGEMENT, DRAWING AND DOCUMENTATION, SAFETY SIGNAGE, PROJECT SIGNAGE, FIRE PROTECTION, SECURITY, BUILDING PERMITS, INTERNET, CELLULAR, FURNITURE, COMPUTERS, ON SITE TRAILERS, SANITATION ROOMS, TOOLS, STAFF, WASTE MANAGEMENT, SDI, ALLOWANCES AND CONTINGENCIES; 1 QTY LOT: EATON 2 - TYPE 2-12" FLANGES: POW-R-WAY III: AFTERMARKET, POW-R-WAY III, 3 PHASE, 4 WIRE, 100% NEUTRAL, 2500A, UL/CSA-CERTIFICATION, 347/600V, ALUMINUM - TIN PLATED BUS, 50% INTERNAL/ISOLATED GROUND LIST OF MATERIALS 2 12 INCH FLANGES AND 2 BRIDGE JOINTS PER DRAWING DATE 6/21/21; 1 EA LOT: EATONINDU 1 - TYPE CD-D1: P4L3C12-36 1200A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 1200A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X- SPACE: 28X, REMAINING X-SPACE: 28X, MAX X-SPACE FOR BRANCH DEVICES: 36X 1 - TYPE CD-D1: SPRINKLERPROOF ENCLOSURE: SP3890P 1 - TYPE CD-D2: P4L3C12-36 1200A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 1200A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 28X, REMAINING X-SPACE: 28X, MAX X-SPACE FOR BRANCH DEVICES: 36X 1 – TYPE CD-D2: SPRINKLERPROOF ENCLOSURE: SP3873P;</p> <p>2. 1 EA LOT: EATONINDU 1 - TYPE MP-D1: P4L3C4-28 400A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 400A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 9X, REMAINING X-SPACE: 9X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE DP-D1: P4L3C4-28; 1 EA LOT: EATONINDU</p> <p>1 - TYPE MP-D2: P4L3C4-28 400A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 400 A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 9X, REMAINING X-SPACE: 9X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE MP-D1/D2: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY (BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES:28X 1 - TYPE MP-</p>
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	<p>D2/D1: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY (BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE MP-D1/D2-2: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES: 28X; 1 EA LOT: EATONINDU 1 - TYPE TSB-D: CANADIAN POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA; 1 EA LOT: EATONINDU 1 - TYPE PSB-D1: CANADIAN POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA;</p> <p>3. 1 EA LOT: EATONINDU 1 - TYPE PSB-D2: CANADIAN POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA; 1 EA 2500 KVA 3 PHASE SUBSTATION TRANSFORMER; 1 EA 2500 KVA 3 PHASE SUBSTATION TRANSFORMER; 1 EA PDU; 4 QTY W5X24ONBH</p> <p>ACTIVITY NUMBER: WO-08899664 REPAIR</p> <p>ASSET PRODUCT SKU: E8TUPS555#2064508 ASSET SERIAL NUMBER: S14-10003; ACTIVITY NUMBER: WO-08988650 REPAIR CLOSE DATE: 22-NOV-21 ASSET PRODUCT SKU: E8TUPS555#2064508 ASSET SERIAL NUMBER: S14-10003 1 QTY 0J-98-18323-03 RELAY PHASE FAILURE & UV 600V; 1 QTY BCPMA042S HDBPM, BRPWR, 3/4IN, 2X21 -100A,4 MCT, PVT-S4, INCLUDING ALL ADDITIONS, ACCESSIONS, AND ATTACHMENTS THERETO, AND ALL SUBSTITUTIONS AND REPLACEMENTS THEREOF.</p> <p>PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p>
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(b) Personal Property Registrations for Cyxtera Canada TRS, ULC

(i) Ontario Personal Property Registrations

Registration No. (and amendments)	20230511 1146 1590 3071
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

Registration No. (and amendments)	20230511 1200 1590 3080
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

Registration No. (and amendments)	20230602 1118 1590 6101
Registration Type	PPSA
Registration Date	June 2, 2023

Expiry	June 2, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

(ii) British Columbia Personal Property Registrations

Registration No. (and amendments)	529468P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

Registration No. (and amendments)	529471P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

Registration No. (and amendments)	576772P
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

(iii) Alberta Personal Property Registrations

Registration No. (and amendments)	23051111763
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23051111783
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23060210395
Registration Type	Security Agreement
Registration Date	2023-Jun-02
Expiry	2028-Jun-02
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All Present And After-Acquired Personal Property Of The Debtor

Schedule “4”

Permitted Encumbrances and Permitted Post-Closing Encumbrances

1. NIL

Schedule “5”

Form of Acquired Specified Assets Certificate

COURT FILE NUMBER	2301-07385	Clerk’s Stamp
COURT	COURT OF KING’S BENCH OF ALBERTA	
JUDICIAL CENTRE	Calgary	
	IN THE MATTER OF THE <i>COMPANIES’ CREDITORS ARRANGEMENT ACT</i> , 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	ACQUIRED SPECIFIED ASSETS CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT		

RECITALS

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

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced the following Orders under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and the proceedings thereunder, the "**Recognition Proceedings**"): (a) an Order (the "**Recognition Order**"), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign representative of the Canadian Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Honourable Court in the Recognition Proceedings.

3. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court pronounced an Order (the "**Confirmation Recognition Order**") (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the "**US Confirmation Order**") (i) authorizing the Canadian Debtors to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the "**Brookfield APA**") by and among Phoenix Data Center Holdings LLC as purchaser ("**Phoenix**") and CTI, the Canadian Debtors and their affiliated corporations as sellers, (ii) approving the sale of the Acquired Assets (as defined in the Brookfield APA, and the purchase and sale thereunder, the "**Brookfield Transaction**"), free and clear of all Claims and Encumbrances, other than Permitted Encumbrances and Permitted Post-Closing Permitted Encumbrances as set forth in and in accordance with the Brookfield APA (each as defined in the Brookfield APA), (iii) approving the assumption and assignment of Assigned Contracts and Acquired Leases (as defined in the Brookfield APA, and referred to as the "**Acquired Agreements**"), and (iv) granting related relief; and (b) (i) vesting the Canadian Assets (as defined in the Brookfield APA) in Phoenix on the terms set out therein, and (ii) assigning the Assigned Contracts and Acquired Leases included in the Canadian Assets to Phoenix; and (c) providing the additional relief described herein.

4. Under the Brookfield APA, the Acquired Agreements include the asset purchase agreement dated October 30, 2023 (the "**Specified Agreement**") between Communications ULC and Cologix Canada, Inc. ("**Cologix**"), and the Canadian Assets include the Acquired Assets as defined in the

Specified Agreement (such Acquired Assets being referred to herein and the Brookfield APA as the “**Specified Assets**”), and that in the circumstances described below, the Specified Agreement will become an Excluded Agreement (as defined in the Brookfield APA) and the Specified Assets will become Excluded Assets (as defined in the Brookfield APA), and the Specified Assets will vest in Cologix free and clear of any Encumbrances other than Permitted Encumbrances pursuant to the Cologix Recognition Order granted by the Court on November 21, 2023 in the Recognition Proceedings.

5. Under paragraph 7 of the Confirmation Recognition Order, the Chief Restructuring Officer (the “**CRO**”) or Deputy Chief Restructuring Officer (the “**DCRO**”) of the Canadian Debtors was authorized and directed to deliver this Certificate to Phoenix and Cologix certifying that all conditions precedent in the Specified Agreement are satisfied or waived, other than the vesting in and transfer and assignment of the Specified Assets in accordance with the Specified Agreement (the “**Specified Conditions**”) prior to the date that is ninety (90) days following the closing of the Brookfield Transaction (the “**Specified Date**”, and such closing, the “**Brookfield Transaction Closing**”), whereupon the Specified Agreement is deemed to be excluded from the Acquired Agreements and to be an Excluded Contract under the Brookfield APA, and the Specified Assets are deemed to be excluded from the Canadian Assets and to be Excluded Assets under the Brookfield APA, which exclusions relate back and are effective as of the date of the Brookfield Transaction Closing, and immediately prior to the vesting, assignments, conveying and transferring of the Specified Assets (including for certainty the Assigned Contracts and Acquired Leases as defined in the Specified Agreement) on such date pursuant to the Cologix Recognition Order.

6. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Brookfield APA.

THE [CRO / DCRO] OF THE CANADIAN DEBTORS CERTIFIES the following:

1. All of the Specified Conditions have been satisfied or waived on or prior to the Specified Date.

This Certificate was delivered by the **[CRO / DCRO]** of the Canadian Debtors at **[Time]** on **[Date]**.

Name:

Title:

**Schedule “6”
Form of Quebec Discharge Order**

COURT FILE NUMBER	2301-07385	Clerk’s Stamp
COURT	COURT OF KING’S BENCH OF ALBERTA	
JUDICIAL CENTRE	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
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DOCUMENT	QUEBEC DISCHARGE ORDER
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**[Schedule 5 of the Confirmation Recognition
Order (as such term is defined below)]**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Gowling WLG (Canada) LLP 1600, 421 – 7 th Avenue S.W. Calgary, AB T2P 4K9 Telephone (403) 298-1946 File No. A171290 Attention: Tom Cumming/Sam Gabor/Stephen Kroeger
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DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Nixon

UPON THE APPLICATION by Cyxtera Technologies, Inc. (“CTI”), in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC (“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (together with Cyxtera LLC and Communications ULC, the

“**Canadian Debtors**”) in their cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for the “**Confirmation Recognition Order**”:

IT IS HEREBY DECLARED THAT:

- [1] **SEEING** the issuance of the Confirmation Recognition Order dated November 21, 2023, approving the Brookfield Transaction described therein (the “**Transaction**”);
- [2] **SEEING** the necessity to strike and discharge certain encumbrances published at the Quebec *Personal and Movable Real Rights Registrar* (“**PMRRR**”), as part of the Transaction, in connection with the Canadian Assets described in the Confirmation Recognition Order, as such registrations are described at **Schedule “I”** hereto;
- [3] **SEEING** that it is appropriate to issue an order approving and ordering the following discharges:

WHEREFORE, THE COURT:

- [4] **ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Confirmation Recognition Order;
- [5] **ORDERS** that upon closing of the Transaction and the issuance of the applicable certificate, as the case may be, issued by the Chief Restructuring Office or the Deputy Chief Restructuring Officer in the form of the Closing Certificate attached to the Confirmation Recognition Order and to be attached hereto as **Schedule “II”** (the “**Certificate**”);
- [6] **ORDERS** the Quebec PMRRR to strike and discharge the registrations described in **Schedule “A”** attached hereto, upon presentation of the required forms with a true copy of this order and the Certificate and upon payment of the prescribed fees;

- [7] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [8] **DECLARES** that each of the Canadian Debtors, the Foreign Representative and the Information Officer shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order;
- [9] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or globally, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order. of any court or administrative body in any province or territory of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [10] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE WITHOUT COSTS.

Justice of the Court of King's Bench of Alberta

Schedule "I"

Registrations to be discharged at the Quebec *Personal and Movable Real Rights Registrar*:

Registration No. (and amendments)	2307424770001
Registration Date	June 26, 2023
Expiry	June 22, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;</p>

Registration No. (and amendments)	2305539200001
Registration Date	May 12, 2023
Expiry	May 12, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB
Collateral: Serial Number Goods	None.

Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>“Acte” signifie l'acte d'hypothèque mentionné à la section “Référence à l'acte constitutif”;</p> <p>“Constituant” désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celleci;</p> <p>“Titulaire” désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité;</p>
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Registration No. (and amendments)	2305526260001
Registration Date	May 11, 2023
Expiry	May 11, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	CITIBANK, N.A.
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>« Constituant » désigne Cyxtera Communications Canada, ULC, et comprend tout successeur ou cessionnaire autorisé de celleci;</p> <p>« Titulaire » désigne Citibank, N.A., en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité.</p>

Schedule "II"

Form of Closing Certificate for Quebec Discharge Order

COURT FILE NUMBER	2301-07385	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Calgary	
	IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , RSC 1985, c C-36, as amended	
	AND IN THE MATTER OF CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA, LLC, CYXTERA COMMUNICATIONS CANADA, ULC and CYXTERA CANADA TRS, ULC	
APPLICANTS	CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA, LLC, CYXTERA COMMUNICATIONS CANADA, ULC AND CYXTERA CANADA TRS, ULC	
DOCUMENT	CLOSING CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT		

RECITALS

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

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced the following Orders under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"): (a) an Order (the "**Recognition Order**"), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign representative of the Canadian Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Honourable Court in these recognition proceedings.

3. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court pronounced an Order (the "**Confirmation Recognition Order**") (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the "**US Confirmation Order**") (i) authorizing the Canadian Debtors to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the "**Brookfield APA**") by and among Phoenix Data Center Holdings LLC as purchaser ("**Phoenix**") and CTI, the Canadian Debtors and their affiliated corporations as sellers, (ii) approving the sale of the Acquired Assets (as defined in the Brookfield APA, and the purchase and sale thereunder, the "**Brookfield Transaction**"), free and clear of all Claims and Encumbrances, other than Permitted Encumbrances and Permitted Post-Closing Permitted Encumbrances as set forth in and in accordance with the Brookfield APA (each as defined in the Brookfield APA), (iii) approving the assumption and assignment of Assigned Contracts and Acquired Leases (as defined in the Brookfield APA, and referred to herein as the "**Acquired Agreements**"), and (iv) granting related relief; and (b) (i) vesting the Canadian Assets (as defined in the Brookfield APA) in Phoenix on the terms set out therein, and (ii) assigning the Assigned Contracts and Acquired Leases included in the Canadian Assets to Phoenix; and (c) providing the additional relief described herein.

4. Under paragraph 5 of the Confirmation Recognition Order, the Chief Restructuring Officer (the "**CRO**") or Deputy Chief Restructuring Officer ("**DCRO**") of the Canadian Debtors is authorized and directed to deliver to Phoenix, file with the Court, and serve on the current service list maintained by Foreign Representative and Canadian Debtors in these recognition proceedings

this Closing Certificate confirming that the conditions precedent in the Brookfield APA have been satisfied or waived in accordance with the Brookfield APA, other than the vesting and conveyance of the Canadian Assets and the assignment and transfers of the Agreements becoming effective in accordance with the Confirmation Recognition Order.

5. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Brookfield APA.

THE [CRO / DCRO] OF THE CANADIAN DEBTORS CERTIFIES the following:

1. The conditions precedent in the Brookfield APA have been satisfied or waived in accordance with the Brookfield APA, other than the vesting and conveyance of the Canadian Assets and the assignment and transfer of the Acquired Agreements becoming effective in accordance with the Confirmation Recognition Order.

This Certificate was delivered by the **[CRO / DCRO]** of the Canadian Debtors at **[Time]** on **[Date]**.

Name:

Title:

SCHEDULE “B”
Proposed Cologix Recognition Order

COURT FILE NUMBER 2301-07385 Clerk’s Stamp

COURT COURT OF KING’S BENCH OF
ALBERTA

JUDICIAL CENTRE 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 **COLOGIX RECOGNITION ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice B. Nixon

UPON THE APPLICATION by Cyxtera Technologies, Inc. (“CTI”), in its capacity as
foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC

(“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (“**TRS ULC**” together with Cyxtera LLC and Communications ULC, the “**Canadian Debtors**”) in their cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order (the “**Cologix Recognition Order**”):

- (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the “**Canada Sale Order**”) authorizing and approving the entry into and performance by Communications ULC of the asset purchase agreement dated October 30, 2023 (the “**Cologix APA**”) between Communications ULC and Cologix Canada, Inc. (“**Cologix**”) and the sale thereunder (the “**Cologix Transaction**”) of the Acquired Assets (as defined in the Cologix APA, the “**Acquired Assets**”) and the assumption and assignment of the Assigned Contracts and Acquired Leases (each as defined in the Cologix APA, collectively the “**Acquired Agreements**”) and granting related relief;
- (b) recognizing and giving effect in Canada to the Order of the US Bankruptcy Court, which, among other things, approves the assumption and assignment of certain executory contracts and/or unexpired leases in connection with the sale of certain Canadian Assets by Cyxtera Canada (the “**Supplemental Assignment of Acquired Agreements Order**”) as provided for under the Cologix Transaction;
- (c) vesting all the right, title and interest of Communications ULC in and to the Acquired Assets in Cologix, and assigning the Acquired Agreements to Cologix, free and clear of any Encumbrances other than Permitted Encumbrances; and
- (d) providing the additional relief described herein;

AND UPON reading the Application, the affidavit of Raymond Li sworn November 17, 2023 (the “**Li Affidavit**”), the fifth report of Alvarez and Marsal Canada Inc. in its capacity as

information officer in these proceedings (the “**Information Officer**”) dated November 17, 2023 (the “**Fifth Report**”), the Secretarial Affidavit of Kristy DeLure, sworn November ●, 2023, and the Affidavit of Service of Darlene Calderon sworn November ●, 2023, each filed;

AND UPON HEARING the submissions of counsel for the Foreign Representative and Communications ULC, counsel for the Information Officer, counsel for Cologix, counsel for Phoenix Data Center Holdings LLC (“**Phoenix**”), counsel for the DIP Lenders and First Lien Lenders (as defined in the Li Affidavit) and ● [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application and time for service of this Application is abridged to that actually given.

Defined Terms

2. Capitalized terms used but not otherwise defined in this Cologix Recognition Order shall have the meanings given to them in the Cologix APA.

Recognition of the Canada Sale Order and Supplemental Assignment of Acquired Agreements Order

3. The Canada Sale Order made by the US Bankruptcy Court in the Chapter 11 Cases, a copy of which is attached hereto as **Schedule “1”**, and the Supplemental Assignment of Acquired Agreements Order by the US Bankruptcy Court in the Chapter 11 Cases, a copy of which is attached hereto as **Schedule “2”**. are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA.

4. Communications ULC is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable in Canada or any province or

territory thereof for completion of the Cologix Transaction and conveyance of the Acquired Assets to Cologix in accordance with the terms and conditions of the Cologix APA.

Closing Certificate

5. Subject to paragraphs 6, 7 and 8 of this Cologix Recognition Order, the Chief Restructuring Officer (“**CRO**”) or Deputy Chief Restructuring Officer (“**DCRO**”) of Communications ULC is authorized and directed to deliver to Cologix and Phoenix, file with this Court and serve a copy on the service list maintained by the Foreign Representative and the Canadian Debtors in these recognition proceedings (the “**Service List**”) a certificate substantially in the form attached to this Cologix Recognition Order as **Schedule “3”** (the “**Closing Certificate**”) confirming that, other than the vesting and conveyance of the Acquired Assets and the assignment and transfer of the Acquired Agreements becoming effective in accordance with this Cologix Recognition Order (such conditions being the “**Vesting Conditions**”):

- (a) the conditions precedent in the Cologix APA *have* been satisfied or waived in accordance with the Cologix APA before the closing of the asset purchase agreement dated as of October 31, 2023 (the “**Brookfield Transaction Closing**”) by and among Phoenix as purchaser and the Canadian Debtors and their affiliated corporations as sellers (the “**Brookfield APA**”); or alternatively,
- (b) *have not* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing but *have* been satisfied or waived prior to the date that is ninety (90) days following the Brookfield Transaction Closing (the “**Specified Date**”); or further alternatively,
- (c) *have not* been satisfied or waived by the Specified Date.

Further, the CRO or the DCRO shall forthwith thereafter provide a copy of this Cologix Recognition Order and the Closing Certificate to Kurtzman Carson Consultants LLC (“**KCC**”), the Claims and Noticing Agent appointed pursuant to the Order of the US Bankruptcy Court entered June 6, 2023 (the “**Claims Agent Order**”), and instruct KCC to serve copies of this

Cologix Recognition Order and the Closing Certificate on each Counterparty (as defined below) in interest in the Chapter 11 Cases.

6. The CRO or DCRO of Communications ULC is authorized and directed to strike out **paragraphs B and C** of the certifications in the Closing Certificate if the conditions precedent of the Cologix APA, other than the Vesting Conditions, *have* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing, and forthwith deliver to Cologix and Phoenix, file with this Court and serve a copy on the Service List the Closing Certificate in accordance with paragraph 5 of this Cologix Recognition Order.

7. The CRO or DCRO of Communications ULC is authorized and directed to strike out **paragraphs A and C** of the Closing Certificate if the conditions precedent of the Cologix APA, other than the Vesting Conditions, *have not* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing but *have* been satisfied or waived in accordance with the Cologix APA by the Specified Date, and forthwith deliver to Cologix and Phoenix, file with this Court and serve a copy on the Service List the Closing Certificate in accordance with paragraph 5 of this Cologix Recognition Order.

8. The CRO or DCRO of Communications ULC is authorized and directed to strike out **paragraphs A and B** of the Closing Certificate if the conditions precedent of the Cologix APA, other than the Vesting Conditions, *have not* been satisfied or waived in accordance with the Cologix APA by the Specified Date, and forthwith deliver to Cologix and Phoenix, file with this Court and serve a copy on the Service List the Closing Certificate in accordance with paragraph 5 of this Cologix Recognition Order.

VESTING OF PROPERTY

9. Upon the delivery of the Closing Certificate to Cologix and Phoenix in which either (i) **paragraphs B and C** or (ii) **paragraphs A and C** of the certifications in the Closing Certificate are struck out by the CRO or DCRO of Communications ULC, then:

- (a) all of Communications ULC's right, title and interest in and to the Acquired Assets shall vest absolutely in the name of Cologix free and clear of and from any and all ownership claims (contractual or otherwise), caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, prior claims, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
- (i) any encumbrances or charges created by the Supplemental Order – Foreign Main Proceeding of the Honourable Justice Nixon pronounced June 9, 2023;
 - (ii) any charges, security interests or claims evidenced by registrations, publication or filing pursuant to the *Personal Property Security Act* (British Columbia), the *Civil Code of Quebec*, or any other personal property registry system;
 - (iii) any liens, claims of lien or legal hypothecs under the *Builders' Lien Act* (British Columbia) or the *Civil Code of Quebec*; and
 - (iv) those Claims listed in **Schedule "4"** to this Cologix Recognition Order (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "5"** to this Cologix Recognition Order (collectively, "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Acquired Assets are hereby expunged, discharged and terminated as against the Acquired Assets;

- (b) in order to effect the transfers and discharges described above, this Court directs the Registrar of the British Columbia Personal Property Registry established under the *Personal Property Security Act* (British Columbia), and any other governmental authority such province having jurisdiction over the Acquired Assets (collectively, the “**Governmental Authorities**”), to take such steps as are necessary to give effect to the terms of this Order and the Cologix APA. Presentment of this Order and the Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Acquired Assets of any Claims including Encumbrances but excluding the Permitted Encumbrances;
- (c) the Quebec Personal and Movable Real Rights Registrar shall strike and discharge any registration in connection with the Acquired Assets, including such registrations as described at Schedule 4 to this Cologix Recognition Order upon presentation of a true copy of the Quebec Discharge Order substantially in the form attached to this Cologix Recognition Order as **Schedule “6”** (the “**Quebec Discharge Order**”), the required forms and payment of prescribed fees; and
- (d) all of the rights and obligations of Communications ULC under the Acquired Agreements shall be assigned, conveyed and transferred to and assumed by Cologix pursuant to section 11.3 of the CCAA and the assignment of the Acquired Agreements is hereby declared valid and binding upon all of the counterparties to the Agreements notwithstanding any restriction, condition or prohibition contained in any such Agreements relating to the assignment thereof, including any provision requiring the consent of any party to the assignment,

which vesting, assigning, conveying and transferring in favour of Cologix shall be deemed to either: (A) be effective immediately upon the delivery of the Closing Certificate to Cologix and Phoenix pursuant to paragraph 6 of this Order, or (B) upon the delivery of the Closing Certificate to Cologix and Phoenix pursuant to paragraph 7 of this Order, relate back and be effective upon the Brookfield Transaction Closing, but immediately after to the Acquired Assets being deemed

to be an Excluded Asset (as defined in the Brookfield APA) and the Cologix APA being deemed to be an Excluded Contract (as defined in the Brookfield APA) pursuant to section 2.1(c) of the Brookfield APA.

10. If the Closing Certificate pursuant to paragraph 8 of this Order is delivered to Cologix and Phoenix, paragraphs 9 and 11 to 21 of this Cologix Recognition Order shall be of no further force or effect.

11. Upon the assignment by and transfer to Cologix of the Acquired Agreements becoming effective pursuant to paragraph 11.b) of this Cologix Recognition Order:

- (a) no counterparty under any Acquired Agreements (each, a “**Counterparty**”) or any other person shall make or pursue any demand, claim, action or suit or exercise any right or remedy under such Acquired Agreements against Cologix relating to Communications ULC having sought or obtained relief under the CCAA or having commenced the Chapter 11 Cases, the insolvency of the Communications ULC or any failure by Communications ULC to perform a non-monetary obligation under any Acquired Agreements, and all such Counterparties and persons shall be forever barred and estopped from taking such action;
- (b) all Cure Costs (as defined in the Cologix APA, the “**Cure Costs**”) in relation to the Acquired Agreements, if any, shall be paid by Communications ULC to each Counterparty thereto on or following the effective date of the fourth amended joint plan of reorganization of the Debtors under the US Bankruptcy Code (as supplemented or amended from time to time) or as soon as reasonably practical thereafter or otherwise in accordance with the Canada Sale Order;
- (c) no Counterparty under any Acquired Agreements shall have any claim whatsoever against Communications ULC.

12. Upon delivery of the Closing Certificate, and upon filing of a certified copy of this Cologix Recognition Order, together with any applicable registration fees, all governmental authorities

including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Closing Certificate and certified copy of this Cologix Recognition Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to Cologix or its nominee clear title to the Acquired Assets subject only to Permitted Encumbrances.

13. In order to affect any transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Cologix Recognition Order, the Cologix APA and Brookfield APA. Presentment of this Cologix Recognition Order and the Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Acquired Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

14. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Acquired Assets is required for the due execution, delivery and performance by Communications ULC of the Cologix APA.

15. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Acquired Assets received by Communications ULC shall stand in the place and stead of the Acquired Assets from and after delivery of the Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Acquired Assets and may be asserted against the net proceeds from sale of the Acquired Assets with the same priority as they had with respect to the Acquired Assets immediately prior to the sale, as if the Acquired Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the vesting and assignments provided for in paragraph 9 becoming effective.

16. Except as expressly provided for in the Cologix APA or by section 97 of the British Columbia *Employment Standards Act*, section 97 of the *Act respecting labour standards* (Quebec) and article 2097 of the *Civil Code of Québec* Cologix shall not have liability of any kind whatsoever in respect of any Claims against Communications ULC.

17. Upon completion of the Cologix Transaction, Communications ULC and all persons who claim by, through or under Communications ULC in respect of the Acquired Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Acquired Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Acquired Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Acquired Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Acquired Assets, they shall forthwith deliver possession thereof to Cologix.

18. Cologix shall be entitled to enter into and upon, hold and enjoy the Acquired Assets for its own use and benefit without any interference of or by Communications ULC, or any person claiming by, through or against Communications ULC.

19. Immediately upon the vesting of the Acquired Assets in accordance with this Cologix Recognition Order, holders of Permitted Encumbrances shall have no claim whatsoever against Communications ULC.

20. Communications ULC is authorized and permitted to disclose and transfer to Cologix all human resources and payroll information in Communications ULC's records pertaining to Communications ULC's past and current employees. Cologix shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Communications ULC was entitled.

MISCELLANEOUS MATTERS

21. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “*BIA*”), in respect of Communications ULC, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of Communications ULC; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Acquired Assets in Cologix pursuant to this Cologix Recognition Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Communications ULC and shall not be void or voidable by creditors of Communications ULC, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

22. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or globally, to give effect to this Cologix Recognition Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Cologix Recognition Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Cologix Recognition Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Cologix Recognition Order.

23. Each of the Canadian Debtors, the Foreign Representative, the Information Officer, Phoenix and Cologix shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Cologix Recognition Order and to assist and aid the parties in closing the Cologix Transaction.

24. This Cologix Recognition Order shall be effective as of 12:01 A.M. MST on the date of this Cologix Recognition Order.

25. Service of this Cologix Recognition Order shall be deemed good and sufficient by serving the same on the persons listed on the service list created in these proceedings, any other person served with notice of the application for this Cologix Recognition Order, any other parties attending or represented at the application for this Cologix Recognition Order, Cologix or Cologix's solicitors, Phoenix or Phoenix's solicitor's and by posting a copy of this Cologix Recognition Order on the Information Officer's website at <http://www.alvarezandmarsal.com/CyxteraCanada> and service on any other person is hereby dispensed with.

26. Service of this Cologix Recognition Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Cologix Recognition Order.

Justice of the Court of King's Bench of Alberta

Schedule “1”
Canada Sale Order

Schedule “2”

Supplemental Assignment of Acquired Agreements Order

**Schedule “3”
Form of Closing Certificate**

COURT FILE NUMBER	2301-07385	Clerk’s Stamp
COURT	COURT OF KING’S BENCH OF ALBERTA	
JUDICIAL CENTRE	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
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DOCUMENT	CLOSING CERTIFICATE
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ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECITALS

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

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) pronounced the following Orders under Part IV

of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"): (a) an Order (the "**Recognition Order**"), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign representative of the Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Court in these recognition proceedings.

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

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

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

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

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

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

8. Under paragraph 6 of the Cologix Recognition Order, if the conditions precedent in the Cologix APA, other than the Vesting Conditions, *have* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing, the CRO or DCRO of

Communications ULC is authorized and directed to (i) strike out **paragraphs B and C** of the certifications in this Closing Certificate, (ii) deliver this Closing Certificate to Cologix and Phoenix, whereupon the Acquired Assets shall vest in Cologix in accordance with the Cologix Recognition Order, and (iii) file with the Court and serve on the Service List this Closing Certificate confirming the completion of the closing of the Cologix Transaction before the Brookfield Transaction Closing.

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

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

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

THE [CRO] / [DCRO] OF COMMUNICATIONS ULC CERTIFIES THE FOLLOWING:

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

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

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

This Certificate was delivered by the [CRO / DCRO] of Communications ULC at [Time] on [Date].

Name:

Title:

**Schedule “4”
Encumbrances**

(a) Personal Property Registration for Cyxtera Communications Canada, ULC

(i) British Columbia Personal Property Registrations

Registration No. (and amendments)	529466P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	529469P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	576771P
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

(ii) Quebec Personal and Movable Real Rights Registrations

Registration No. (and amendments)	23-0742477-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$400 000 000, with interest at the rate of 25%
Registration Date	June 26, 2023
Expiry	June 22, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du</p>

	Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;
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Registration No. (and amendments)	23-0553920-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$100 000 000, with interest at the rate of 25%
Registration Date	May 12, 2023
Expiry	May 12, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;</p>

Registration No. (and amendments)	23-0552626-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$ 2 000 000 000, with interest at the rate of 25%
Registration Date	May 11, 2023
Expiry	May 11, 2033
Debtors	Cyxtera Communications Canada, ULC

Secured Party	CITIBANK, N.A.
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>« Constituant » désigne Cyxtera Communications Canada, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>« Titulaire » désigne Citibank, N.A., en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité.</p>

**Schedule “5”
Permitted Encumbrances**

1. NIL

**Schedule “6”
Quebec Discharge Order**

COURT FILE NUMBER	2301-07385	Clerk’s Stamp
COURT	COURT OF KING’S BENCH OF ALBERTA	
JUDICIAL CENTRE	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
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DOCUMENT	QUEBEC DISCHARGE ORDER
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**[Schedule 6 of the Cologix Recognition Order
(as such term is defined below)]**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Gowling WLG (Canada) LLP 1600, 421 – 7 th Avenue S.W. Calgary, AB T2P 4K9 Telephone (403) 298-1946 File No. A171290 Attention: Tom Cumming/Sam Gabor/Stephen Kroeger
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DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Nixon

UPON THE APPLICATION by Cyxtera Technologies, Inc. (“CTI”), in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC (“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (together with Cyxtera LLC and Communications ULC, the

“**Canadian Debtors**”) in their cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for the “**Cologix Recognition Order**”:

IT IS HEREBY DECLARED THAT:

- [1] **SEEING** the issuance of the Cologix Recognition Order dated November 21, 2023, approving the Cologix Transaction described therein (the “**Transaction**”);
- [2] **SEEING** the necessity to strike and discharge certain encumbrances published at the Quebec *Personal and Movable Real Rights Registrar* (“**PMRRR**”), as part of the Transaction, in connection with the Canadian Assets described in the Cologix Recognition Order, as such registrations are described at **Schedule “I”** hereto;
- [3] **SEEING** that it is appropriate to issue an order approving and ordering the following discharges:

WHEREFORE, THE COURT:

- [4] **ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Cologix Recognition Order;
- [5] **ORDERS** that upon closing of the Transaction and the issuance of the applicable certificate, as the case may be, issued by the Chief Restructuring Office or the Deputy Chief Restructuring Officer in the form of the Closing Certificate attached to the Cologix Recognition Order and to be attached hereto as **Schedule “II”** (the “**Certificate**”);
- [6] **ORDERS** the Quebec PMRRR to strike and discharge the registrations described in **Schedule “A”** attached hereto, upon presentation of the required forms with a true copy of this order and the Certificate and upon payment of the prescribed fees;

- [7] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [8] **DECLARES** that each of the Canadian Debtors, the Foreign Representative and the Information Officer shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order;
- [9] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or globally, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order. of any court or administrative body in any province or territory of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [10] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

THE WHOLE WITHOUT COSTS.

Justice of the Court of King's Bench of Alberta

Schedule "I"

Registrations to be discharged at the Quebec *Personal and Movable Real Rights Registrar*

Registration No. (and amendments)	23-0742477-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$ 400 000 000, with interest at the rate of 25%
Registration Date	June 26, 2023
Expiry	June 22, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;</p>

Registration No. (and amendments)	23-0553920-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$ 100 000 000, with interest at the rate of 25%
Registration Date	May 12, 2023
Expiry	May 12, 2033

Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité;</p>

Registration No. (and amendments)	23-0552626-0001
Registration Type	Conventional Movable Hypothec Without Delivery in the amount of \$ 2 000 000 000, with interest at the rate of 25%
Registration Date	May 11, 2023
Expiry	May 11, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A.
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>« Constituant » désigne Cyxtera Communications Canada, ULC, et comprend tout successeur ou cessionnaire autorisé de celle-ci;</p>

	« Titulaire » désigne Citibank, N.A., en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celle-ci en cette capacité.
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Schedule "II"

Form of Closing Certificate

COURT FILE NUMBER	2301-07385	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Calgary	
 IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , RSC 1985, c C-36, as amended AND IN THE MATTER OF CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA, LLC, CYXTERA COMMUNICATIONS CANADA, ULC and CYXTERA CANADA TRS, ULC		
APPLICANTS	CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA, LLC, CYXTERA COMMUNICATIONS CANADA, ULC AND CYXTERA CANADA TRS, ULC	
DOCUMENT	CLOSING CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT		

RECITALS

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

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced the following Orders under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"): (a) an Order (the "**Recognition Order**"), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign representative of the Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Court in these recognition proceedings.

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

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

5. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court also pronounced an Order (the "**Confirmation Recognition Order**") recognizing an Order of the US Bankruptcy Court (the "**Confirmation Order**") which among other things approved the asset purchase agreement dated as of October 31, 2023 by and among Phoenix Data Center Holdings LLC as

purchaser (“**Phoenix**”), CTI, the Canadian Debtors and their affiliated corporations as sellers (the “**Brookfield APA**”).

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

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

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

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

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

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

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

THE [CRO] / [DCRO] OF COMMUNICATIONS ULC CERTIFIES THE FOLLOWING:

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

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

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

This Certificate was delivered by the [CRO / DCRO] of Communications ULC at [Time] on [Date].

Name:
Title:

SCHEDULE “C”
Proposed Miscellaneous Recognition Order

COURT FILE NO. 2301-07385

COURT Court of King’s Bench of Alberta

JUDICIAL CENTRE 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 **MISCELLANEOUS RECOGNITION ORDER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue S.W.
Calgary, AB T2P 4K9
Telephone (403) 298-1946
File No. A170537
Attention: Tom Cumming/Sam Gabor/Stephen Kroeger

**DATE ON WHICH ORDER WAS
PRONOUNCED:** November 21, 2023

**NAME OF JUSTICE WHO MADE THIS
ORDER:** The Honourable Mr. Justice B. Nixon

**LOCATION AT WHICH ORDER WAS
MADE:** Calgary, Alberta

UPON THE APPLICATION by Cyxtera Technologies, Inc. (“CTI”), in its capacity as
foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC

(“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (“**TRS ULC**”, together with Cyxtera LLC and Communications ULC, the “**Canadian Debtors**”) in their cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States *Bankruptcy Code* (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);

AND UPON reading the Application, the affidavit of Raymond Li sworn November 17, 2023 (the “**Li Affidavit**”), the fifth report of Alvarez and Marsal Canada Inc. in its capacity as information officer in these proceedings (the “**Information Officer**”) dated November 17, 2023 (the “**Fifth Report**”), the Secretarial Affidavit of Kristy DeIure, sworn November ●, 2023, and the Affidavit of Service of Darlene Calderon sworn November ●, 2023, each filed;

AND UPON HEARING the submissions of counsel for the Foreign Representative and the Canadian Debtors, counsel for the Information Officer, counsel for Cologix Canada, Inc., counsel for Phoenix Data Center Holdings LLC, counsel for the DIP/First Lien Group, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of this application and supporting materials is hereby abridged and declared good and sufficient and validated so that this application is properly returnable today and further service thereof is hereby dispensed with.

RECOGNITION OF FOREIGN ORDERS

2. The following orders (collectively, the “**Foreign Orders**”) of United States Bankruptcy Court of the District of New Jersey made in the Chapter 11 Cases, as defined in the Li Affidavit, are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- i. Contract Rejection/Assumption Procedures Order, a copy of which is attached hereto as **Schedule “1”**;
- ii. Bid Protections Order, a copy of which is attached hereto as **Schedule “2”**; and
- iii. Sixth Interim Cash Management Order, a copy of which is attached hereto as **Schedule “3”**.
- iv. Retention of AP Services Order, a copy of which is attached hereto as **Schedule “4”**.

FEE APPROVAL

3. The account of the Foreign Representative’s and Canadian Debtors’ legal counsel, Gowling WLG (Canada) LLP (“**Gowling**”), for its professional fees, costs, and disbursements, as set out in the Li Affidavit, is hereby approved without the necessity of a formal assessment of its accounts.

4. The account of the Information Officer, for its professional fees, costs, and disbursements, as set out in the Fifth Report, is hereby approved without the necessity of a formal assessment of its accounts.

5. The account of McMillan LLP (“**McMillan**”), as legal counsel for the Information Officer, for its professional fees, costs, and disbursements, as set out in the Fifth Report, is hereby approved without the necessity of a formal assessment of its accounts.

GENERAL

6. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or globally, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the

latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

7. Each of the Canadian Debtors, the Foreign Representative, and the Information Officer are at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

8. Any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Canadian Debtors, the Foreign Representative, the Information Officer, Gowling as counsel to the Canadian Debtors and the Foreign Representative, McMillan as counsel to the Information Officer, Goodmans LLP as Canadian counsel to the DIP/First Lien Group (as defined in the Initial Recognition Order – Foreign Main Proceeding in these CCAA proceedings dated June 7, 2023), and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

9. Service of this Order shall be deemed good and sufficient by serving the same on the persons listed on the service list created in these proceedings, any other person served with notice of the application for this Order, any other parties attending or represented at the application for this Order, and Phoenix or Phoenix's solicitors, and by posting a copy of this Order on the Information Officer's website at <http://www.alvarezandmarsal.com/CyxteraCanada> and service on any other person is hereby dispensed with.

10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

11. This Order shall be effective as of 12:01 A.M. MST on the date of this Order.

Justice of the Court of King's Bench of Alberta

Schedule “1”

Contract Rejection/Assumption Procedures Order

Schedule “2”

Bid Protections Order

Schedule “3”

Sixth Interim Cash Management Order

Schedule “4”

Retention of AP Services Order