

SRF 58051

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*Proposed Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 (MEW)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF FILING OF REVISED PROPOSED ORDERS WITH RESPECT  
TO CERTAIN MATTERS SCHEDULED FOR HEARING ON NOVEMBER 30, 2021**

PLEASE TAKE NOTICE THAT GTT Communications, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), have revised the following forms of orders (collectively, the “Revised Proposed Orders”) in advance of the hearing scheduled for **November 30, 2021 at 10:00 a.m. (prevailing Eastern Time)** (the “Second Day Hearing”):

1. **Cash Management Motion Final Order.** *Final Order (I) Authorizing Debtors to Continue, in the Ordinary Course, (A) Using Existing Cash Management System, Bank Accounts and Business Forms; (B) Entering into Intercompany Transactions; and (C) Depositing and Withdrawing Funds; (II) Waiving Investment Guidelines Set Forth in Bankruptcy Code Section 345(b); and (III) Granting Related Relief.*

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

2. **Cash Collateral Motion Final Order.** *Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief.*
3. **All Trade Motion Final Order.** *Final Order (I) Authorizing, But Not Directing, Debtors to Pay Prepetition Trade Claims in Ordinary Course of Business and (II) Granting Related Relief.*
4. **Customer Programs Motion Final Order.** *Final Order (I) Authorizing, But Not Directing, Debtors to (A) Continue Performing Under Customer Contracts, (B) Continue Customer Programs, (C) Continue Performing Under Agent Agreements and (D) Honor Prepetition Obligations Related Thereto and (II) Granting Related Relief.*
5. **Wages Motion Final Order.** *Final Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation and Reimbursable Employee Expenses and (B) Continue Employee Compensation and Benefits Programs; and (II) Granting Related Relief.*
6. **Taxes Motion Final Order.** *Final Order (I) Authorizing, But Not Directing, Payment of Certain Taxes and Fees and (II) Granting Related Relief.*
7. **NOL Motion Final Order.** *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declaration of Worthlessness with Respect to Common Stock and (II) Granting Related Relief.*
8. **Insurance Motion Order.** *Order (I) Authorizing Debtors to (A) Maintain, Renew or Supplement Their Insurance and Surety Bond Programs and (B) Honor All Obligations in Respect Thereof; and (II) Granting Related Relief.*
9. **Utilities Motion Order.** *Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment for Future Utility Services; (II) Approving Adequate Assurance Procedures; (III) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service; and (IV) Granting Related Relief.*

PLEASE TAKE FURTHER NOTICE THAT attached hereto as **Exhibits A** through **I**, respectively, are blacklines of the Revised Proposed Orders compared against the forms of orders filed previously with the underlying motions or, with respect to the Cash Collateral Interim Order, entered by the Court on an interim basis. The Revised Proposed Orders attached hereto may be further revised or amended prior to the Second Day Hearing, or on the record at the Second Day Hearing, without further notice.

PLEASE TAKE FURTHER NOTICE THAT responses or objections ("Objections"), if any, must be in writing, comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") and be filed with the Clerk of the United States Bankruptcy Court for the Southern District of New York by no later than **November 23, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline") and served on or before such date upon: (a) the Debtors, Attn: Douglass Maynard, Esq.; (b) proposed

counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, Attn: Ira S. Dizengoff, Esq., Philip C. Dublin, Esq., David H. Botter, Esq. and Naomi Moss, Esq.; (c) counsel to any statutory committee appointed in these Chapter 11 Cases; (d) Jones Day, counsel to KeyBank National Association, as Administrative Agent, Attn: Thomas A. Wilson, Esq.; (e) Reed Smith LLP, counsel to Wilmington Trust, National Association, as Indenture Trustee, Attn: Kurt F. Gwynne, Esq.; (f) Milbank LLP, counsel to the Ad Hoc Lender Group, Attn: Evan R. Fleck, Esq., Lauren C. Doyle, Esq. and Brian J. Zucco, Esq.; (g) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to the 2020 Ad Hoc Lender Group, Attn: Robert Britton, Esq., Karen R. Zeituni, Esq. and Joseph M. Graham, Esq.; (h) Latham & Watkins, LLP, counsel to the Ad Hoc Noteholder Group, Attn: Richard A. Levy, Esq., Ted A. Dillman, Esq. and Ebba Gebisa, Esq.; (i) Kirkland & Ellis LLP, counsel I Squared, Attn: Steven N. Serajeddini, Esq. and Kevin McClelland, Esq.; and (j) the Office of the United States Trustee for the Southern District of New York, Attn: Greg M. Zipes, Esq. and Richard C. Morrissey, Esq.

**PLEASE TAKE FURTHER NOTICE THAT** if no Objections are timely filed and served, the Debtors may, after the Objection Deadline in accordance with the Local Rules, submit the Revised Proposed Orders to the Court to be entered with no further notice or opportunity to be heard.

Dated: November 16, 2021  
New York, New York

**AKIN GUMP STRAUSS HAUER & FELD LLP**

By: /s/ Philip C. Dublin

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*Proposed Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Revised Cash Management Final Order  
[Re: Docket No. 6]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<hr/>		) Chapter 11
In re:	)	)
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	) Case No. 21-11880 ( <u>MEW</u> )
	)	)
Debtors.	)	) Jointly Administered
<hr/>		)
	)	) <b>Re: Docket No. <u>—6</u></b>

**FINAL ORDER (I) AUTHORIZING DEBTORS  
TO CONTINUE, IN THE ORDINARY COURSE, (A) USING EXISTING  
CASH MANAGEMENT SYSTEM, BANK ACCOUNTS AND BUSINESS FORMS;  
(B) ENTERING INTO INTERCOMPANY TRANSACTIONS; AND (C) DEPOSITING  
AND WITHDRAWING FUNDS; (II) WAIVING INVESTMENT GUIDELINES SET  
FORTH IN BANKRUPTCY CODE SECTION 345(B); AND  
(III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of GTT Communications, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (the "Final Order") pursuant to sections 105(a), 345, 363, 364, 503, 507, 1107 and 1108 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (i) authorizing, but not directing, the Debtors to continue, in the ordinary course of business and consistent with prepetition practices, (a) using their existing cash management system, prepetition bank accounts and prepetition business forms (without reference to the Debtors' status as debtors in possession) and honoring prepetition

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); and GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings set forth in the Motion.

obligations with respect thereto, (b) entering into postpetition intercompany transactions, with the Court granting administrative expense priority to postpetition intercompany claims, and (c) depositing and withdrawing funds from their bank accounts by all means, including checks, wire transfers, ACH transfers and other debits; (ii) waiving the Debtors' compliance with the investment guidelines set forth in Bankruptcy Code section 345(b); and (iii) granting related relief, all as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, to: (i) continue using the Cash Management System including, without limitation, allowing the Debtors to make transfers to, between, or on behalf of, other Debtors and Non-Debtor Affiliates, subject to the restrictions in this Final Order regarding Postpetition Intercompany Transactions, to satisfy operating and other

expenses in accordance with historical practices and to facilitate the Debtors' administration of these Chapter 11 Cases; *provided* that, for the avoidance of doubt, the Debtors shall not be authorized to undertake any Postpetition Intercompany Transactions or incur any Intercompany Claims that are prohibited or restricted by the terms of the Cash Collateral Orders; (ii) maintain and continue using the Debtor Bank Accounts with the same account numbers in existence on the Petition Date, including, without limitation, those accounts identified on Exhibit D to the Motion; (iii) maintain and continue using existing Business Forms without reference to the Debtors' status as debtors in possession; (iv) deposit funds in and withdraw funds from the Debtor Bank Accounts by all means, including checks, wire transfers, ACH transfers and other debits; (v) open new debtor in possession bank accounts with Authorized Depository banks and, if and as the Debtors deem necessary and appropriate in their sole discretion, close any existing Debtor Bank Accounts; *provided*, that the Debtors shall give prior notice thereof to the Notice Parties; *provided, further*, that any account opened by the Debtors on or after the Petition Date shall, for purposes of this Final Order, be deemed a Debtor Bank Account as if it had originally been listed on Exhibit D to the Motion and (vi) continue performing their obligations under the documents and agreements governing the Debtor Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements (such documents and agreements, collectively, the "Account Governance Agreements").

3. Except as otherwise expressly provided in this Final Order, the Cash Management Banks are authorized and directed to: (i) continue to service and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course; (ii) receive, process, honor and pay any and all checks, drafts, wires, credit cards, purchase cards and ACH transfers issued, payable through or drawn on the Debtor Bank

Accounts after the Petition Date by the holders, makers or other parties entitled to issue instructions with respect thereto, as the case may be; *provided*, that the Debtors will instruct the Cash Management Banks as to which checks, drafts, wire transfers (excluding any wire transfers or ACH transactions that the Cash Management Banks are obligated to settle) or other items presented, issued or drawn, should not be honored; and (iii) accept, hold, and invest the Debtors' funds in accordance with the Debtors' instructions and the Account Governance Agreements.

4. The Cash Management Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court on account of (i) all checks drawn on the Debtors' accounts, which are cashed at such Cash Management Banks or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (ii) all checks or other items deposited in one of the Debtors' accounts with such Cash Management Bank prior to the Petition Date, which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

5. Except as otherwise provided in this Final Order or in a separate order of this Court, the Cash Management Banks shall not honor or pay any payments drawn on the Debtor Bank Accounts identified on Exhibit D to the Motion or otherwise issued prior to the Petition Date, absent further direction from the Debtors.

6. Notwithstanding any other provision of this Final Order, no Cash Management Bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order ~~(i) at the direction of the Debtors, (ii) in a good faith belief that the Court has~~



~~authorized such prepetition check or item to be honored or (iii) as the result of an innocent mistake made despite implementation of reasonable item-handling procedures, shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Final Order.~~

7. The Debtors are authorized, but not directed, to continue (i) making disbursements in accordance with the I Squared Infrastructure Sale Agreement and Transaction Documents and (ii) complying with the set-off provisions in the I Squared Infrastructure Sale Agreement and making disbursements in accordance therewith, without need to for the automatic stay pursuant to Bankruptcy Code section 362 to be lifted.

78. The Debtors are authorized, but not directed, to (a) pay, or cause to be paid, prepetition amounts outstanding as of the Petition Date, if any, owed to the Cash Management Banks as service charges for the maintenance of the Cash Management System, including the Bank Fees; and (b) reimburse, or cause to be reimbursed, the Cash Management Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Cash Management Banks that have been dishonored or returned as a result of insufficient funds in the Debtor Bank Accounts, to the same extent the Debtors were responsible for such items prior to the Petition Date.

89. The Debtors are authorized, but not directed, to continue issuing credit cards and reimbursing expenses incurred under the Corporate Card Program in the ordinary course of business consistent with prepetition practices, including by paying prepetition obligations outstanding with respect thereto and applying any charges against prepetition deposits on a prepetition and postpetition basis, subject to the limitations of this Final Order.

10. The Debtors are authorized, but not directed, to continue entering into ordinary course Postpetition Intercompany Transactions (including with respect to netting and setoff)

without further notice or court approval, subject to the Non-Debtor Affiliate Funding Cap. With respect to such ordinary course Postpetition Intercompany Transactions, each Debtor, as applicable, shall:

- (a) continue to pay its own obligations consistent with such Debtor's prepetition practices with respect to intercompany transfers and obligations, and in no event shall any Debtor pay the prepetition or postpetition obligations of any other Debtor in a manner inconsistent with such Debtor's prepetition practices;
- (b) continue to maintain current records with respect to all postpetition cash transfers so that all Postpetition Intercompany Transactions may be readily ascertained, traced and properly recorded on applicable intercompany accounts; and
- (c) on or before the 30th day of each month, provide a monthly summary of any Postpetition Intercompany Transactions that occurred during the preceding month to the Notice Parties, which monthly summary shall (x) include (i) the name of the transferor, (ii) the name of the transferee, (iii) the amount of the transfer and (iv) the purpose of the transfer and (y) be provided to the Notice Parties no later than December 31, 2021.

11. All postpetition payments owed by a Debtor to a Debtor or Non-Debtor Affiliate in connection with any Postpetition Intercompany Transaction (including any payments owed as result of transfers made by a Debtor to a Non-Debtor Affiliate on behalf of another Debtor) shall be accorded administrative expense status, subject and junior only to the claims, including adequate protection claims, granted pursuant to the Cash Collateral Orders.

12. The Debtors shall be authorized, pursuant to this Final Order, but not directed, in consultation with the Consultation Parties, to make transfers up to \$5 million to or on behalf of Non-Debtor Affiliates (the "Non-Debtor Affiliate Funding Cap"), in each case, without further approval of the Court.<sup>3</sup> Transfers made by a Debtor to a Non-Debtor Affiliate shall be evidenced by a ledger entry and deemed a secured claim against, and loan to, such Non-Debtor Affiliate. To the extent local law limits implementation of the foregoing, for all purposes in connection

<sup>3</sup> For the avoidance of doubt, transfers related to the creation or reconciliation of accounting-related ledger entries will not be counted towards the Non-Debtor Affiliate Funding Cap.

with these Chapter 11 Cases (including, without limitation, for purposes of creditor recoveries and value allocation under any chapter 11 plan or otherwise), all transfers made by a Debtor to a Non-Debtor Affiliate shall be deemed to be secured obligations of the applicable Non-Debtor Affiliate subject and subordinate to any valid pre-existing secured claims against such Non-Debtor Affiliate.

913. Each of the Debtor Bank Accounts at Cash Management Banks identified as Authorized Depositories on the U.S. Trustee's List of Authorized Depositories is in compliance with Bankruptcy Code section 345(b). The investment guidelines of Bankruptcy Code section 345(b) are hereby waived with respect to the Deutsche Bank Collateral Account.

1014. Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Final Order; (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365 or (g) a determination as to whether any documents or agreements governing or otherwise related to the Debtor Bank Accounts and/or the Corporate Card Program are contracts governed by Bankruptcy Code section 365(c)(2) or (e)(2)(B).

115. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under the Cash Collateral Orders. To the

extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

16. Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a) and Rule~~ 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, and the requirements of Bankruptcy Rules ~~6004(a) and 6004(h)~~ are waived.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

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

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Proposed Cash Collateral Final Order  
[Re: Docket No. 7]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_ ) Chapter 11  
In re: )  
 ) Case No. 21-11880 (MEW)  
GTT COMMUNICATIONS, INC., *et al.*,<sup>1</sup> )  
 ) (Jointly Administered)  
Debtors. )  
\_\_\_\_\_ ) **Re: Docket No. 7**

**INTERIMINAL ORDER (I) AUTHORIZING DEBTORS TO USE  
CASH  
COLLATERAL; (II) GRANTING ADEQUATE PROTECTION  
TO SECURED PARTIES;  
(III) MODIFYING AUTOMATIC STAY;  
AND (IV) SCHEDULING FINAL HEARING; AND (V) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of GTT Communications, Inc. ("GTT") and its affiliated debtors, as debtors and debtors in possession (collectively with GTT, the "Debtors") and, together with each Debtor's direct and indirect non-Debtor subsidiaries, the "Company"), in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an interim order (the "Interim Order") and a final order (the "Final Order") and, together with the Interim Order, the "Cash Collateral Orders"), pursuant to sections 105, 361, 362, 363, 503, 506, 507 and 552 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") seeking, among other things:

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

- (a) authorization for the Debtors, pursuant to Bankruptcy Code sections 105, 361, 362, 363, 503 and 507, to use Cash Collateral (defined below) and all other Prepetition Debtor Collateral (defined below), solely in accordance with the Approved Budget (defined below) (subject to permitted variances as set forth herein) and the terms of this ~~Interim~~Final Order, to provide working capital for the Debtors and, subject to the terms of the Cash Management Order (defined below), certain of their non-Debtor affiliates, and for other general corporate purposes, including the provision of adequate protection to the Secured Parties (defined below) and the reasonable and documented transaction costs, fees and expenses incurred in connection with any transactions to be implemented through these Chapter 11 Cases;
- (b) ~~subject to~~upon entry of the ~~the~~this Final Order and to the extent set forth therein, the waiver of (i) the Debtors' ability to surcharge the Collateral (defined below) pursuant to Bankruptcy Code section 506(c) or any other applicable principle of equity or law, (ii) the applicability of the "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the proceeds, products, offspring or profits of any of the Prepetition Debtor Collateral and (iii) the doctrine of "marshaling" and any other similar equitable doctrine with respect to any of the Collateral;
- (c) the modification of the automatic stay imposed pursuant to Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of this ~~Interim~~Final Order;
- (d) the scheduling of a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of the ~~the~~this Final Order, and approving the form of notice with respect to the Final Hearing;
- (e) the waiver of any applicable stay (including under Bankruptcy Rule 6004) and provision for immediate effectiveness of this ~~Interim~~Final Order; and
- (f) the granting of related relief;

and notice of the Motion under the circumstances having been given and such notice having been good and sufficient; and the Court having conducted ~~an interim~~ an interim hearing for interim relief on the Motion on November 3, 2021 ~~(the "Interim Hearing"); and the Court having entered the Interim Order granting the relief sought by the Motion on an interim basis on November 4, 2021 [Docket No. 59]; and the Court having conducted the Final Hearing on November 30, 2021~~, at which time the Debtors presented and introduced into evidence, among other things, the *Declaration of*

*Brian J. Fox in Support of Chapter 11 Petitions and First Day Motions (the "First Day Declaration") and the Declaration of Joel Mostrom in Support of (1) Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Secured Parties; (III) Modifying Automatic Stay; (IV) Scheduling Final Hearing; and (V) Granting Related Relief and (2) Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Continue, in the Ordinary Course, (A) Using Existing Cash Management System, Bank Accounts and Business Forms; (B) Entering into Intercompany Transactions; and (C) Depositing and Withdrawing Funds; (II) Waiving Investment Guidelines Set Forth in Bankruptcy Code Section 345(b); and (III) Granting Related Relief (the "Mostrom Declaration" and, together with the First Day Declaration, the "Declarations"); and the Court having considered the Motion, the Declarations, the other evidence adduced by the parties, the representations of counsel, and the entire record made at the ~~Interim~~Final Hearing; and all objections, if any, to the relief requested in the Motion and to the entry of this ~~Interim~~Final Order having been withdrawn, resolved or overruled by the Court; and it appearing to the Court that granting the ~~interim~~final relief sought in the Motion, on the terms and conditions contained herein, is necessary and essential to enable the Debtors to preserve the value of their businesses and assets, ~~prevent immediate and irreparable harm to the Debtors' estates, and~~and facilitate the Debtors' reorganization, and that such relief is fair and reasonable and in the best interests of the Debtors' estates, their creditors, and all parties in interest, and is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;*



IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:<sup>3</sup>

1. Petition Date. On October 31, 2021 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Court") commencing these Chapter 11 Cases. On November 1, 2021, the Court entered an order approving joint administration of the Chapter 11 Cases.

2. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

3. Jurisdiction and Venue. The Court has jurisdiction over these proceedings and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. The Motion and proceedings in connection therewith constitute a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and the proceedings on the Motion is permissible in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought in the Motion and granted in this ~~Interim~~Final Order are Bankruptcy Code sections 105, 361, 362, 363, 503, 506, 507 and 552, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014 and Local Rule 4001-2.

4. Committee. As of the date hereof, the United States Trustee for the Southern District of New York (the "U.S. Trustee") has not appointed an official committee of unsecured

<sup>3</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

creditors in these Chapter 11 Cases pursuant to Bankruptcy Code section 1102 (any such committee, the "Committee").

5. Notice. Under the circumstances, the notice given by the Debtors of, and as described in, the Motion, the relief requested therein, and the ~~Interim~~Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (d) and the Local Rules, and no further notice of the Motion with respect to the relief sought at the ~~Interim~~Final Hearing or the entry of this ~~Interim~~Final Order is necessary or required.

6. Debtors' Stipulations. Without prejudice to the rights of parties in interest, other than the Debtors, but subject to the limitations thereon contained in Paragraphs 16 and 25 of this ~~Interim~~Final Order, the Debtors admit, stipulate and agree as follows (Paragraphs 6(a) through 6(f) below are collectively referred to herein as the "Debtors' Stipulations"):

(a) Credit Agreement.

(i) Revolving and Term Loan Credit Facilities. Pursuant to that certain Credit Agreement dated as of May 31, 2018 by and among GTT (in such capacity, the "U.S. Borrower"), GTT Communications B.V. ("GTT B.V." and, in such capacity, the "EMEA Borrower"), the lenders from time to time party thereto (the "Secured Lenders")<sup>4</sup> and KeyBank National Association, as the administrative agent (the "Administrative Agent" and, together with the Secured Lenders, the "Secured Parties") and an LC Issuer (as defined therein) (such Credit Agreement, as amended, restated, supplemented, waived, or otherwise modified from time to time, including by that certain Amendment No. 1 to Credit Agreement, dated as of August 8,

<sup>4</sup> In addition to the foregoing, solely for the purpose of identifying the Persons (as defined in the Credit Agreement) entitled to share in payments and collections from the Prepetition Collateral (defined below) and the benefit of any guarantees of the Secured Obligations (defined below), as more fully set forth in the Loan Documents (defined below), the term "Secured Lender" shall include Secured Hedge Providers (defined below) and Cash Management Banks (as defined in the Credit Agreement).

2019, that certain Amendment No. 2 to Credit Agreement, dated as of February 28, 2020, that certain Amendment No. 3 and Waiver to Credit Agreement, dated as of August 10, 2020, that certain Amendment No. 4 to Credit Agreement and Consent, dated as of December 28, 2020, that certain Third Lender Forbearance Agreement and Amendment No. 5 to Credit Agreement, dated as of March 29, 2021, that certain Fourth Lender Forbearance Agreement and Amendment No. 6 to Credit Agreement, dated as of May 10, 2021 and that certain Amendment No. 7 to Credit Agreement, dated as of September 1, 2021, the "Credit Agreement" and, together with the other Loan Documents (as defined therein), the "Loan Documents") the following three credit facilities were established:

- (1) a revolving credit facility (the "Revolving Facility") pursuant to which Secured Lenders with Revolving Commitments (the "Revolving Lenders") made loans to the U.S. Borrower (such loans, the "Revolving Loans") and participated in LC Issuances,
- (2) a U.S. term facility (the "U.S. Term Facility") pursuant to which Secured Lenders with a U.S. Term Commitment (the "U.S. Term Loan Lenders") made loans to the U.S. Borrower (such loans, the "U.S. Term Loans"), and
- (3) a dual tranche EMEA term facility (the "EMEA Term Facility" and, collectively with the Revolving Facility and the U.S. Term Facility, the "Revolving and Term Loan Credit Facilities") pursuant to which Secured Lenders with a Closing Date EMEA Term Commitment (the "Original EMEA Term Loan Lenders") made loans to the EMEA Borrower (such loans, the "Original EMEA Term Loans") and Secured Lenders with a 2020 EMEA Term Commitment (the "2020 EMEA Term Loan Lenders" and, together with the Original EMEA Term Loan Lenders, the "EMEA Term Lenders") made loans to the EMEA Borrower (such loans, the "2020 EMEA Term Loans" and, together with the Original EMEA Term Loans, the "EMEA Term Loans" and, together with the Revolving Loans and U.S. Term Loans, the "Secured Loans").

The obligations of the U.S. Borrower and EMEA Borrower arising under the Revolving and Term Loan Credit Facilities, including any applicable obligations under any Secured Hedge

Agreement (defined below) or Secured Cash Management Agreement (as defined in the Credit Agreement) to which a Credit Party (defined below) or other Restricted Subsidiary (as defined in the Credit Agreement) is a party, are, after giving effect to that certain Partial Release Letter, dated September 8, 2021 from the Administrative Agent to the U.S. Borrower and the EMEA Borrower evidencing the release, discharge and termination of the obligations and guarantees of the Target Credit Parties (as defined therein) under or in connection with the Credit Agreement and the release, discharge and termination of the guaranties, liens, security interests, pledges and other encumbrances in or on the Released Assets (as defined therein) (the "Partial Release Letter"), guaranteed by each of the other Debtors (collectively, the "U.S. Guarantors" and, together with GTT, the "U.S. Credit Parties") pursuant to that certain Subsidiary Guaranty (U.S. Subsidiaries) dated as of May 31, 2018, that certain Subsidiary Guaranty (U.S. Subsidiaries) dated as of June 1, 2018, that certain Subsidiary Guaranty (U.S. Subsidiaries) Supplement dated as of September 25, 2018 and that certain Subsidiary Guaranty (U.S. Subsidiaries) Supplement dated as of March 31, 2021. In addition, the obligations of the EMEA Borrower arising under the EMEA Term Facility, including any applicable obligations under any Secured Hedge Agreement or Secured Cash Management Agreement to which a Non-U.S. EMEA Credit Party (defined below) is a party, are, after giving effect to the Partial Release Letter, guaranteed by certain of GTT's non-U.S. direct and indirect subsidiaries (collectively, the "Non-U.S. EMEA Guarantors" and, together with GTT B.V., the "Non-U.S. EMEA Credit Parties" and, collectively with the U.S. Credit Parties, the "Credit Parties") pursuant to that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) dated as of May 31, 2018, that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) dated as of June 1, 2018, that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) Supplement dated as of October 29, 2018, that certain Subsidiary Guaranty

(Non-U.S. Subsidiaries) Supplement dated as of January 15, 2021, that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) Supplement dated as of February 5, 2021, that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) Supplement dated as of April 9, 2021 and that certain Subsidiary Guaranty (Non-U.S. Subsidiaries) Supplement dated as of June 22, 2021.

(ii) *Secured Obligations.* As of the Petition Date, (x) the U.S. Credit Parties were jointly and severally indebted to (1) the Revolving Lenders and the Administrative Agent in respect of the Revolving Loans in the aggregate principal amount outstanding of \$38,130,907.46 (together with all accrued and unpaid interest thereon as of the Petition Date, the "Revolving Loan Obligation Amount") and (2) the U.S. Term Loan Lenders and the Administrative Agent in respect of the U.S. Term Loans in the aggregate principal amount outstanding of \$870,394,353.81 (together with all accrued and unpaid interest thereon as of the Petition Date, the "U.S. Term Loan Obligation Amount"), and (y) the Credit Parties were jointly and severally indebted to (1) the Original EMEA Term Loan Lenders and the Administrative Agent in respect of the Original EMEA Term Loans in the aggregate principal amount outstanding of €368,811,166.87 (together with all accrued and unpaid interest thereon as of the Petition Date, the "Original EMEA Term Loan Obligation Amount") and (2) the 2020 EMEA Term Loan Lenders and the Administrative Agent in respect of the 2020 EMEA Term Loans in the aggregate principal amount outstanding of \$70,093,110.06 (together with all accrued and unpaid interest thereon as of the Petition Date, the "2020 EMEA Term Loan Obligation Amount") and, together with the Revolving Loan Obligation Amount, U.S. Term Loan Obligation Amount and Original EMEA Term Loan Obligation Amount, the "Revolving and Term Loan Obligation Amount"), in each case, *plus*, as applicable, all premiums and other fees, costs, expenses (including any attorneys', financial advisors' and other professionals' fees and expenses),

reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under or in connection with the Loan Documents, and, with respect to the U.S. Credit Parties, inclusive of the approximately \$4,135,506.32 of outstanding letters of credit issued pursuant to the Credit Agreement (the "Letters of Credit") and the Hedging Obligations (defined below) (collectively, including the Revolving and Term Loan Obligation Amount, the "Secured Obligations").

(iii) *Prepetition Liens and Prepetition Collateral.* The Secured Obligations are secured (to the extent provided in the applicable Loan Documents), on a first priority basis, by liens (such liens, the "Prepetition Debtor Liens") on substantially all of the Debtors' assets (such assets, the "Prepetition Debtor Collateral"). In addition, obligations of the Non-U.S. EMEA Credit Parties in respect of the EMEA Term Facility, including any applicable obligations under any Secured Hedge Agreement and any Secured Cash Management Agreement to which a Non-U.S. EMEA Credit Party is a party, are secured (to the extent provided in the applicable Loan Documents) on a first priority basis by liens (such liens, the "Prepetition Non-Debtor Liens" and, together with the Prepetition Debtor Liens, the "Prepetition Liens") on certain of the Non-U.S. EMEA Credit Parties' assets and accounts (such assets and accounts, the "Prepetition Non-Debtor Collateral" and, together with the Prepetition Debtor Collateral, the "Prepetition Collateral").

(iv) *Hedging Obligations.* As of the Petition Date, GTT was party to four secured hedge agreements: (a) that certain ISDA 2002 Master Agreement, dated as of March 24, 2016, with ~~SunTrust Bank~~ Truist Bank (as successor-in-interest to SunTrust Bank) (together with that certain Schedule to the 2002 ISDA Master Agreement, dated as of March 24, 2016, by and

between Truist Bank (as successor-in-interest to SunTrust Bank) and GTT, all Transactions thereunder and Confirmations and other agreements related thereto, as each may be amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "SunTrust ISDA"; (b) that certain ISDA 2002 Master Agreement, dated as of January 30, 2017, with Credit Suisse International (together with that certain Schedule to the 2002 ISDA Master Agreement, dated as of January 30, 2017, by and between Credit Suisse International and GTT, all Transactions thereunder and Confirmations and other agreements related thereto, as each may be amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "Credit Suisse ISDA"); (c) that certain ISDA 2002 Master Agreement, dated as of April 13, 2018, with ING Capital Markets, LLC (together with that certain Schedule to the 2002 ISDA Master Agreement, dated as of April 13, 2018, by and between ING Capital Markets LLC and GTT, all Transactions thereunder and Confirmations and other agreements related thereto, as each may be amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "ING ISDA"); and (d) that certain ISDA 2002 Master Agreement, dated as of April 30, 2018, with Citizens Bank, National Association (such agreements together with that certain Schedule to the 2002 ISDA Master Agreement, dated as of April 30, 2018, by and between Citizens Bank, National Association and GTT, all Transactions thereunder and Confirmations and other agreements related thereto, as each may be amended, restated, supplemented or otherwise modified on or prior to the Petition Date, the "Citizens ISDA" and, together with the SunTrust ISDA, the Credit Suisse ISDA and the ING ISDA, the "Secured Hedge Agreements" and, the counterparties thereto, the "Secured Hedge Providers"); pursuant to which GTT entered

into four interest rate swap transactions.<sup>5</sup> As of the Petition Date, GTT was indebted to the Secured Hedge Providers in the aggregate amount of \$26,073,009.23, of which (a) \$7,835,108.17 was due and owing under the SunTrust ISDA, (b) \$9,336,847.24 was due and owing under the Credit Suisse ISDA, (c) \$2,098,771.58 was due and owing under the ING ISDA and (d) \$6,802,282.24 was due and owing under the Citizens ISDA. Under the terms of the Credit Agreement (and subject to the terms thereof), GTT's obligations under the Secured Hedge Agreements (together with accrued and unpaid interest thereon, the "Hedging Obligations") constitute "U.S. Obligations" under the Credit Agreement and are secured on a *pari passu* basis by the Prepetition Debtor Liens on the Prepetition Debtor Collateral.

(v) *CAM Agreement.* The Secured Lenders and the Administrative Agent are party to that certain Collection Allocation Mechanism Agreement, dated as of May 31, 2018 (as amended, restated, or otherwise modified from time to time, including by that certain Amendment to Collection Allocation Mechanism Agreement dated as of December 28, 2020 and that certain Second Amendment to Collection Allocation Mechanism Agreement dated as of September 1, 2021, the "CAM Agreement"), which agreement governs certain allocation and intercreditor matters as between the Secured Parties and, as of the Petition Date, remains in full force and effect.

(vi) *Intercompany Subordination Agreement.* Each of the Credit Parties, several of GTT's direct and indirect subsidiaries that are not Credit Parties (the "Subordinated Intercompany Lenders") and the Administrative Agent, are party to that certain Intercompany Subordination Agreement dated as of May 31, 2018 (together with all supplements and joinders

<sup>5</sup> Capitalized terms used in this Paragraph but not otherwise defined herein have the meaning ascribed to them in the applicable Secured Hedge Agreement.



thereto, the "Intercompany Subordination Agreement"), pursuant to which the parties agreed, among other things, that (a) any and all Indebtedness (as defined therein) owed by a Credit Party to a Subordinated Intercompany Lender is subordinated in right of payment to the Secured Obligations and (b) upon the occurrence and continuance of an "Event of Default" under the Credit Agreement, no Subordinated Intercompany Lender would ask, demand, sue for, take or receive from any Credit Party any amounts then or thereafter owing to such Subordinated Intercompany Lender.

(b) *Validity, Perfection and Priority of Prepetition Debtor Liens, Prepetition Non-Debtor Liens and Secured Obligations.* The Debtors represent, acknowledge and agree that, as of the Petition Date, (1) the Prepetition Debtor Liens on the Prepetition Debtor Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Secured Parties for fair consideration and reasonably equivalent value; (2) the Prepetition Non-Debtor Liens on the Prepetition Non-Debtor Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted for fair consideration and reasonably equivalent value; (3) the Prepetition Debtor Liens were senior in priority over any and all other liens on the Prepetition Debtor Collateral, subject only to any liens senior by operation of law or permitted by the Loan Documents, solely to the extent any such liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Debtor Liens as of the Petition Date (the "Prepetition Permitted Prior Liens"); (4) the Prepetition Non-Debtor Liens were senior in priority over any and all other liens on the Prepetition Non-Debtor Collateral, subject only to any liens senior by operation of law or permitted by the Loan Documents, solely to the extent any such liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Non-Debtor Liens as of the Petition Date; (5) the Secured Obligations

constitute legal, valid, binding and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Loan Documents; (6) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Debtor Liens, Prepetition Non-Debtor Liens or Secured Obligations exist, and no portion of the Prepetition Debtor Liens, Prepetition Non-Debtor Liens or Secured Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (7) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including, without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Revolving and Term Loan Credit Facilities and/or the Loan Documents; and (8) the Debtors have waived, discharged and released any right to challenge any of the Secured Obligations and the validity, extent and priority of the Prepetition Debtor Liens.

(c) *No Control.* None of the Secured Parties controls the Debtors or their operations, has authority to determine the manner in which any of the Debtors' operations are conducted or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from ~~this Interim Order~~ the Cash Collateral Orders, the Revolving and Term Loan Credit Facilities and/or the Loan Documents.

(d) *Cash Collateral.* All Prepetition Debtor Collateral that constitutes “cash collateral” as defined in Bankruptcy Code section 363(a), including (i) any and all of the Debtors’ funds on deposit in the Designated Control Account (as defined and described in the Cash Management Motion (defined below)) as of the Petition Date, (ii) any proceeds of the sale of the Infrastructure Business that constitute Prepetition Debtor Collateral and that remain in any of the Debtors’ deposit or securities accounts (inclusive of the Designated Control Account) as of the Petition Date, (iii) any and all cash used to collateralize Letters of Credit (the “LOC Cash Collateral”), (iv) the proceeds, products, rents or profits of any of the foregoing and of the other Prepetition Debtor Collateral and (v) any and all cash or cash equivalents subject to the Secured Parties’ setoff rights or control (as defined under Article 9 of the New York Uniform Commercial Code), constitutes the Secured Parties’ cash collateral (the “Cash Collateral”). For the avoidance of doubt and notwithstanding anything to the contrary herein, no LOC Cash Collateral in the possession of the Revolving Lenders shall be used by any party for any purpose other than to reimburse the Revolving Lenders for any payments made by such Revolving Lenders on account of Letters of Credit.

(e) *Designated Control Account.* In accordance with the terms of the Credit Agreement and the Restructuring Support Agreement (defined below), the Debtors retained \$35,000,000.00 in cash proceeds from the sale of the Infrastructure Business that constitute Prepetition Debtor Collateral for the purpose of financing these Chapter 11 Cases (the “Retained Cash Proceeds”), which Retained Cash Proceeds were deposited into the Designated Control Account. As of the Petition Date, \$20,000,000.00 remains in the Designated Control Account, all of which constitutes Cash Collateral.

(f) *Bank Accounts.* The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any deposit or securities accounts other than the accounts listed on Exhibit D to the Cash Management Motion.

7. Findings Regarding the Use of Cash Collateral. Based on the record established and evidence presented at the ~~Interim~~Final Hearing, including the Declarations, the proffers presented at the ~~Interim~~Final Hearing, and the representations of the parties, the Court makes the following findings:

(a) Good and sufficient cause has been shown for the entry of this ~~Interim~~Final Order.

(b) The Debtors have an ~~immediate~~need to use Cash Collateral to, among other things, preserve and maintain the value of their estates and businesses and maximize value for all stakeholders. ~~An immediate and~~A critical need exists for the Debtors to use Cash Collateral, consistent with the Approved Budget and this ~~Interim~~Final Order, for, among other things, working capital, other general corporate purposes, and the satisfaction of the costs and expenses of administering these Chapter 11 Cases. The ability of the Debtors to access sufficient working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient sources of working capital to operate their businesses or maintain their properties in the ordinary course of business throughout the ~~interim period~~Chapter 11 Cases without the authorized use of Cash Collateral.

(c) The terms of the use of Cash Collateral set forth herein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(d) Each of the Secured Parties is entitled, pursuant to Bankruptcy Code sections 105, 361, 362 and 363(e), to adequate protection of their respective interests in the Prepetition Debtor Collateral, including Cash Collateral, solely to the extent of any Diminution in Value.

(e) ~~Conditioned upon the entry of this Interim Order, the~~The Secured Parties have consented to (or not opposed) the Debtors' use of Cash Collateral on the terms and conditions set forth in this ~~Interim~~Final Order. The Secured Parties shall have no liability for consenting to (or not opposing) the Debtors' use of Cash Collateral and other Prepetition Debtor Collateral pursuant to the terms of this ~~Interim~~Final Order.

(f) In light of the Secured Parties' agreement (or non-opposition) to (i) the subordination of the Prepetition Debtor Liens, Adequate Protection Liens and Adequate Protection Superpriority Claims to the Carve Out; (ii) the current payment of the Debtors' prepetition trade payables in the ordinary course of business during the pendency of the Chapter 11 Cases; and (iii) the use of Cash Collateral as set forth herein, ~~the Debtors and the Secured Parties will seek a finding in the Final Order that the Secured Parties are entitled to the rights and benefits of Bankruptcy Code section 552(b) and a waiver of (x) any "equities of the case" claims under Bankruptcy Code section 552(b), (y) the provisions of Bankruptcy Code section 506(c) and (z) the doctrine of "marshaling" and any other similar equitable doctrine. Such relief is not granted pursuant to this Interim Order but shall be considered in connection with the application for the Final Order.~~

(g) Good cause has been shown for entry of this ~~Interim~~Final Order, and entry of this ~~Interim~~Final Order is in the best interests of the Debtors' respective estates as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and

enhance the Debtors' prospects for a successful reorganization. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

(h) The Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to the use of Cash Collateral and shall be entitled to all the rights, remedies, privileges and benefits afforded in Bankruptcy Code section 363(m).

8. Motion Approved. The Motion is GRANTED on an ~~interim~~ final basis as set forth herein, and the use of Cash Collateral on an ~~interim~~ final basis is authorized, subject to the terms of this ~~Interim~~ Final Order.

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

10. Authorization to Use Cash Collateral; Approved Budget.

(a) Subject to the terms and conditions of this ~~Interim~~ Final Order, the Debtors are hereby immediately authorized and empowered to continue to use Cash Collateral during the period through and including the Termination Date (defined below), solely and exclusively in a manner consistent with this ~~Interim~~ Final Order, the Cash Management Order, Section 7.16(d) of the Credit Agreement and the Approved Budget (subject to the Permitted Variances).

(b) As used in this ~~Interim~~ Final Order: "Approved Budget" means the consolidated budget attached as Annex 1 hereto and incorporated herein by reference, as such budget may be modified from time to time in accordance with this Paragraph 10(b). By no later than 5:00 p.m., New York City time, on the Thursday of each fourth calendar week following the entry of this ~~the~~

Interim Order, the Debtors shall, consistent with prepetition practices, provide to the Administrative Agent, the Administrative Agent Advisors, the Ad Hoc Lender Group Advisors, the 2020 Ad Hoc Lender Group Advisors, the Ad Hoc Noteholder Group Advisors (each defined below) and advisors to the Committee (if any) (collectively, the "Budget Notice Parties"), with a copy to the U.S. Trustee, and request that the Administrative Agent post, and the Administrative Agent shall post, to the private side of the lender data site maintained by the Administrative Agent in its capacity as such a budget and 13-week cash flow that is in a form consistent with the then-Approved Budget (a "Proposed Budget"). Unless the Ad Hoc Lender Group Advisors, on behalf of and acting at the direction of the "Required Lenders" under and as defined in the Credit Agreement (the "Required Lenders"), object to a Proposed Budget in a writing that specifies the basis for such objection (with an email from the Ad Hoc Lender Group Advisors being sufficient) by 5:00 p.m., New York City time, on the day that is five (5) calendar days after the delivery thereof, the Proposed Budget shall be deemed satisfactory to, and consented to by, the Required Lenders. For the avoidance of doubt, until a Proposed Budget is or is deemed to be satisfactory to, and consented to or not objected to by, the Required Lenders, the then-approved Approved Budget shall continue to be the Approved Budget.

(c) By no later than 5:00 p.m., New York City time, on Thursday of each calendar week (commencing with the first Thursday following the entrance of ~~this~~the Interim Order (each such Thursday, a "Report Date")), the Debtors shall deliver to the Budget Notice Parties, with a copy to the U.S. Trustee, and request that the Administrative Agent post, and the Administrative Agent shall post, to the private side of the lender data site maintained by the Administrative Agent in its capacity as such, a line-item by line-item variance report that is in a form consistent with variance reports that have been provided to the Ad Hoc Lender Group Advisors prior to the

Petition Date (each, a "Variance Report"), setting forth, in reasonable detail, descriptions of any material variances between actual amounts for each line-item in the Approved Budget for the cumulative four (4) week period then-ended versus projected amounts set forth in the applicable Approved Budget for each line-item included therein on a cumulative basis for such cumulative four (4) week period; *provided* that, (i) commencing on the second Saturday following the last Variance Testing Period (as defined in the Credit Agreement), and on each second Saturday thereafter, the Debtors shall not permit any negative variance between the actual amounts for aggregate receipts and for all ordinary and non-ordinary course disbursements (other than any amounts included within "German Tax Obligations" and/or "Belgium Tax Obligations" and/or "U.K. Contingent Tax Obligations" (each such type of "Obligation" defined below)) in the Approved Budget for the cumulative four (4) week period then-ended versus the projected amounts set forth in the applicable Approved Budget (or, as applicable, the corresponding projections contained in the prior Approved Budget) for aggregate receipts and for ordinary and non-ordinary course disbursements (other than any amounts included within "German Tax Obligations," and/or "Belgium Tax Obligations" and/or "U.K. Contingent Tax Obligations") included therein on a cumulative basis for such cumulative four (4) week period then-ended to be greater than fifteen percent (15%), in each case, determined based on the Variance Report delivered for the Report Date in the week immediately following such Saturday (the "Permitted Budget Variance"); (ii) commencing on the second Saturday following the last Variance Testing Period (as defined in the Credit Agreement), and on each second Saturday thereafter, the Debtors shall not permit any negative variance between the actual amounts for aggregate disbursements in respect of "Belgium Tax Obligations" and/or "U.K. Contingent Tax Obligations" in the Approved Budget for the cumulative four (4) week period then-ended versus the projected



amounts set forth in the applicable Approved Budget (or, as applicable, the corresponding projections contained in the prior Approved Budget) for aggregate disbursements in respect of “Belgium Tax Obligations” and/or “U.K. Contingent Tax Obligations”, as applicable, included therein on a cumulative basis for such cumulative four (4) week period then-ended to be greater than fifteen percent (15%), in each case, determined based on the Variance Report delivered for the Report Date in the week immediately following such Saturday (the “Permitted Tax Variance” and, together with the Permitted Budget Variance, collectively, the “Permitted Variance”); (iii) in the event any Debtor or any of its subsidiaries receives a binding assessment issued by the General Administration of Taxation in respect of the Belgian Tax Obligations or Her Majesty’s Revenue and Customs in respect of the U.K. Contingent Tax Obligations, the Debtors shall, in each case, promptly (and in any event, no later than two (2) business days after receipt thereof) deliver a copy of such assessment to the Ad Hoc Lender Group Advisors and the Administrative Agent Advisors together with notice of the date on which such binding assessment will be paid; (iv) in no event shall any Debtor or any of its subsidiaries make (or cause to be made) payments in respect of German Tax Obligations (inclusive of interest and penalties) in excess of €10,700,000 in the aggregate and (v) no Debtor shall expend or apply any amounts contained in the line-item “tax (one time)” in the Approved Budget for any other purpose, other than satisfaction and/or payment of the specific liability to which such specified amount relates; *provided, further* that professional fees, adequate protection payments and other restructuring disbursements (including, without limitation, any fees payable to the U.S. Trustee, but excluding disbursements made pursuant to an order approving the relief requested in the Debtors’ First Day Motions (as defined in the First Day Declaration)) shall be excluded from all disbursement variance tests. In addition, by no later than 5:00 p.m., New York City time, on the last Thursday

of each calendar month, the Debtors shall deliver to the Budget Notice Parties, with a copy to the U.S. Trustee, and request that the Administrative Agent post, and the Administrative Agent shall post, to the private side of the lender data site maintained by the Administrative Agent in its capacity as such, a report containing the key performance indicators and other information set forth in the KPI reports provided to the Ad Hoc Lender Group Advisors prior to the Petition Date relating to the most recently ended calendar month. As used herein, "German Tax Obligations" means all amounts payable pursuant to one or more assessments by the German tax authorities including by the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in respect of the taxation year ended December 31, 2018; and "U.K. Contingent Tax Obligations" and "Belgian Tax Obligations" each have the meaning assigned thereto in the Approved Budget then in-effect.

11. Adequate Protection for the Secured Parties. Subject only to the Carve Out and the terms of this ~~Interim~~Final Order, pursuant to Bankruptcy Code sections 361 and 363(e), and in consideration of the stipulations and consents set forth herein, as adequate protection of its interests in the Prepetition Debtor Collateral (including Cash Collateral), solely to the extent of diminution in value of such interests from and after the Petition Date, if any, resulting from the Carve Out, the Debtors' use of the Prepetition Debtor Collateral (including Cash Collateral) and the imposition of the automatic stay under Bankruptcy Code section 362 ("Diminution in Value"), the Administrative Agent, for the ratable benefit of itself and the other applicable Secured Parties, ~~is hereby~~was granted on an interim basis, effective immediately upon entry of the Interim Order, the following relief, which relief is hereby ratified, confirmed and approved on a final basis, effective as of the date of the Interim Order (collectively, the "Adequate Protection Obligations"); *provided* that nothing herein shall limit the Debtors' right to seek

recharacterization of the adequate protection payments made in accordance with Paragraph 11(b)(i)(2)-(6) below as being applied to principal in the event the Restructuring Support Agreement is terminated in its entirety and all of the Secured Parties' rights are reserved in connection therewith; *provided, however*, that the Debtors shall not challenge the Secured Parties' retention of, or otherwise directly or indirectly support another party in seeking to recharacterize, the adequate protection payments made in accordance with Paragraph 11(b)(i)(2)-(6) below in the event that the Restructuring Support Agreement remains in full force and effect as of the time and date that the Debtors' plan of reorganization is consummated:

(a) *Adequate Protection Liens and Superpriority Claims.* Solely to the extent of any Diminution in Value of the Secured Parties' interest in Prepetition Debtor Collateral and subject to Paragraph 6(d) above, the Secured Parties were granted on an interim basis, effective immediately upon entry of this the Interim Order, the Secured Parties are granted the following relief as adequate protection, which relief is hereby ratified, confirmed and approved on a final basis, effective as of the date of the Interim Order:

(i) *Adequate Protection Liens.* Additional and replacement, valid, binding, continuing, enforceable, non-avoidable, and effective and automatically perfected as of the date of the Interim Order postpetition security interests in and liens ~~as of the date of this Interim Order~~ (the "Adequate Protection Liens") on (x) all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or liens perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject to the Carve Out), including, without limitation, unencumbered cash of the Debtors and their accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses

therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each Debtor (other than GTT) and each wholly-owned non-Debtor subsidiary of a Debtor, money, investment property, intercompany claims, claims arising on account of transfers of value from a Debtor to (i) another Debtor or (ii) a non-Debtor affiliate effected on or following the Petition Date (including all Postpetition Intercompany Claims (as defined in the Cash Management Motion)), causes of action, including causes of action arising under Bankruptcy Code section 549 (but excluding all other claims and causes of action arising under Bankruptcy Code sections 502(d), 544, 545, 547, 548 and 550 (collectively, the "Avoidance Actions") but including, ~~subject to entry of the Final Order and solely to the extent provided for therein,~~ the proceeds thereof (the "Avoidance Action Proceeds")), and all products and proceeds of the foregoing; *provided* that, for the avoidance of doubt and notwithstanding anything to the contrary contained herein, the foregoing collateral shall not include leasehold interests or leases of non-residential real property (in either case, unless otherwise expressly permitted by the terms of such nonresidential leases or if the imposition of a lien thereon would not otherwise constitute a default or event of default under any such lease of non-residential real property or if a default occurred thereunder that would be excused or rendered ineffective by operation of the Bankruptcy Code or applicable non-bankruptcy law), but, in any such case, the foregoing collateral shall include the proceeds, products or offspring thereof and (y) all property of the Debtors that was subject to the

Prepetition Debtor Liens, including, without limitation, the Prepetition Debtor Collateral and Cash Collateral (all of the foregoing, the "Adequate Protection Collateral" and, together with the Prepetition Debtor Collateral, the "Collateral"), without the necessity of the execution by the Debtors (or recordation or other filing) of any security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents. Subject to the terms of this ~~Interim~~Final Order, the Adequate Protection Liens shall be subordinate only to (A) the Carve Out and (B) the Prepetition Permitted Prior Liens, if any, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Adequate Protection Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551). The Adequate Protection Liens shall be enforceable against the Debtors, their estates, and any successors thereto, including, without limitation, any trustee or other estate representative appointed in these Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code ("Successor Cases"). Except as expressly provided herein with respect to the Carve Out and the Prepetition Permitted Prior Liens, if any, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in these Chapter 11 Cases or any Successor Cases, and the Adequate Protection Liens shall remain valid and enforceable upon the dismissal of any of these Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 510, 549, 550 or 551 and, ~~the Debtors and the Secured Parties may seek a determination that, upon entry of the Final Order, the Adequate Protection Liens shall not be subject to Bankruptcy Code section 506(c) or the "equities of the case" exception of Bankruptcy Code section 552(b).~~ Subject to Paragraph 16 hereof, the Adequate Protection Liens shall be deemed legal, valid,

binding, enforceable, and perfected first-priority liens (subject only to the Carve Out and the Prepetition Permitted Prior Liens, if any), not subject to subordination, impairment or avoidance, for all purposes in these Chapter 11 Cases and any Successor Cases.

(ii) *Adequate Protection Superpriority Claims.* As further adequate protection, solely to the extent of any Diminution in Value, allowed administrative expense claims against each of the Debtors, with recourse to, and payable from, all Adequate Protection Collateral, senior to any and all other administrative expense claims in these Chapter 11 Cases (the "Adequate Protection Superpriority Claims"), but junior to the Carve Out. Subject solely to the Carve Out in all respects, the Adequate Protection Superpriority Claims shall not be junior to any administrative expense claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to and upon entry of the Final Order, solely to the extent provided for therein), 507(a), 507(b), 546(d), 726, 1113 and 1114.

(b) *Adequate Protection Payments.*

(i) As further adequate protection, the Debtors are authorized and directed to (1) pay all reasonable and documented fees and out-of-pocket expenses, whether incurred prepetition or postpetition, of (A) Jones Day and Huron Consulting Group, as counsel and financial advisor, respectively, to the Administrative Agent (together, the "Administrative Agent Advisors"), (B) Milbank LLP and Houlihan Lokey Capital, Inc., as counsel and financial advisor, respectively, to an ad hoc group of Secured Lenders (such ad hoc group, the "Ad Hoc Lender Group"), as well as any local counsel(s), a board search consultant retained on market terms

reasonably acceptable to the Ad Hoc Lender Group and the Debtors and any other attorneys, accountants, other professionals, advisors and consultants for the Ad Hoc Lender Group, if any, as may be mutually agreed between the Ad Hoc Lender Group and the Debtors (collectively, such professionals, the "Ad Hoc Lender Group Advisors") and (C) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to an ad hoc group of 2020 EMEA Term Loan Lenders (such ad hoc group, the "2020 Ad Hoc Lender Group"), as well as any local counsel(s) and any other attorneys, accountants, other professionals, advisors and consultants for the 2020 Ad Hoc Lender Group, if any, as may be mutually agreed between the 2020 Ad Hoc Lender Group and the Debtors (collectively, such professionals, the "2020 Ad Hoc Lender Group Advisors" and, together with the Ad Hoc Lender Group Advisors, the "Ad Hoc Group Advisors"); (2) pay to the Administrative Agent, for the ratable benefit of the Revolving Lenders, cash payments in an amount equal to the accrued and unpaid interest, whether accruing prior to, on or after the Petition Date, due under the Loan Documents on account of the Revolving Loans (calculated at the default contract rate); (3) pay to the Administrative Agent, for the ratable benefit of the U.S. Term Loan Lenders, cash payments in an amount equal to the accrued and unpaid interest, whether accruing prior to, on or after the Petition Date, due under the Loan Documents on account of the U.S. Term Loans (calculated at the default contract rate); (4) pay to the Administrative Agent, for the ratable benefit of the Original EMEA Term Loan Lenders, cash payments in an amount equal to the accrued and unpaid interest, whether accruing prior to, on or after the Petition Date, due under the Loan Documents on account of the Original EMEA Term Loans (calculated at the default contract rate); (5) pay to the Administrative Agent, for the ratable benefit of the 2020 EMEA Term Loan Lenders, cash payments in an amount equal to the accrued and unpaid interest, whether accruing prior to, on or after the Petition Date, due under

the Loan Documents on account of the 2020 EMEA Term Loans (calculated at the default contract rate); and (6) pay to the Secured Hedge Providers cash payments in an amount equal to the accrued and unpaid interest, if any, whether accruing prior to, on or after the Petition Date, due under the Secured Hedge Agreements on account of the Hedging Obligations (calculated at the default contract rate) (all payments referenced in this sentence, collectively, the "Adequate Protection Payments"). None of the Adequate Protection Payments shall be subject to separate approval by this Court or the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines"), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(ii) The Debtors shall pay the reasonable and documented professional fees and out-of-pocket expenses and disbursements of professionals to the extent provided for in Paragraph 11(b)(i) of this ~~Interim~~Final Order (collectively, the "Lender Professionals" and, each, a "Lender Professional") no later than ten (10) calendar days (the "Review Period") after the receipt by the Debtors (with a copy to Akin Gump Strauss Hauer & Feld LLP and Alvarez & Marsal North America LLC), counsel for the Committee (if any), and the U.S. Trustee of each of the invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date. Consistent with prepetition practices, Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Chapter 11 Cases, and such invoice summary shall not be required to contain time entries, but, except for financial advisors compensated on other than an hourly basis, shall



include the total number of hours worked by each timekeeper for the applicable professional and such timekeepers' hourly rates and a reasonably detailed description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of which shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law; *provided that*, if requested by the U.S. Trustee prior to the expiration of the Review Period, the applicable Lender Professional, other than a financial advisor excluded from maintaining time records, shall provide reasonable additional support for the Invoiced Fees to the U.S. Trustee on a confidential basis. The Debtors, the Committee (if any) or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (such portion, the "Disputed Invoiced Fees") if, within the Review Period, a Debtor, the Committee or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days' prior written notice to the submitting party of any hearing on such motion or other pleading); *provided that* the applicable parties shall endeavor in good faith to consensually resolve any such dispute prior to the filing of any such motion or pleading. If, however, such dispute is not consensually resolved within ten (10) days of the objection, the objecting party may file a motion or other pleading with the Court seeking resolution. For the avoidance of doubt, if no written objection to the Invoiced Fees is received by 12:00 p.m. prevailing Eastern

Time on the end date of the Review Period, the Debtors shall pay in full, or if a written objection is timely received, the undisputed portion of, all Invoiced Fees within five (5) business days thereafter. If a written objection to any portion of the Invoiced Fees is timely received, the Debtors shall pay the applicable portion of such Invoiced Fees, if any, promptly after the resolution of such objection.

(c) *Reporting Requirements.* The Debtors shall continue to provide the Administrative Agent, the Administrative Agent Advisors and the Ad Hoc Group Advisors with financial and other reporting substantially in compliance with the Loan Documents consistent with prepetition practices, including promptly providing documents, reports or analyses as may be reasonably requested by the Administrative Agent, the Administrative Agent Advisors or the Ad Hoc Group Advisors in connection with analyzing the Approved Budget or proposed budgets, evaluating compliance with the Approved Budget or any approval or consent thereof, as well as any financial or other reporting described in this ~~Interim~~Final Order.

(d) *Access to Records.* Upon reasonable advance notice to Debtors' counsel (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit advisors, representatives, agents, and employees of the Secured Parties (including the Administrative Agent and the Administrative Agent Advisors), the Ad Hoc Group Advisors, the advisors to the Ad Hoc Noteholder Group (as defined in the First Day Declaration) (the "Ad Hoc Noteholder Group Advisors") and Cube Telecom Europe Bidco Limited (the "Buyer"), a company controlled by funds managed and/or advised by I Squared Capital Advisors (US) LLC, to have reasonable access to (i) inspect the Debtors' books and records and (ii) information (including historical information and the Debtors' books and records) that the Secured Parties (including the Administrative Agent), the Administrative Agent Advisors, the Ad Hoc Group

Advisors, the Ad Hoc Noteholder Group Advisors and/or the Buyer may reasonably request, but excluding (A) any information subject to attorney client privilege, any work product doctrine privilege or similar protection, (B) information constituting trade secrets or proprietary information or (C) where such disclosure would not be permitted by any applicable requirements of law or confidentiality obligations owing by the Debtors to a third party.

(e) *Management Calls.* Consistent with prepetition practice and subject to the applicable parties executing mutually acceptable confidentiality agreements with the Debtors, the Debtors shall hold conference calls at a time to be agreed between the U.S. Borrower and the Administrative Agent every three (3) weeks with members of the Ad Hoc Lender Group, members of the 2020 Ad Hoc Lender Group, members of the Ad Hoc Noteholder Group, the Administrative Agent, the Administrative Agent Advisors, the Ad Hoc Group Advisors, the Ad Hoc Noteholder Group Advisors and the Buyer, which call shall include a reasonable amount of time for questions from the foregoing, to discuss cash flows, operations, status of the Chapter 11 Cases, historic tax liabilities and accounting review; *provided* that the Debtors shall not be required to disclose any information which, in good faith determination of the Debtors, if disclosed, may result in a waiver of attorney-client privilege or violation of any confidentiality agreement, non-disclosure agreement or similar agreement.

(f) *Reservation of Rights.* This ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Subject to the Carve Out, nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Secured Parties is insufficient to compensate for Diminution in Value,

if any, of their respective interests in the Prepetition Debtor Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Secured Parties against Diminution in Value, if any, of their respective interests in the Prepetition Debtor Collateral (including the Cash Collateral).

(g) *Cash Management.* The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's interim or final order, as applicable, approving the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Continue, in the Ordinary Course, (A) Using Existing Cash Management System, Bank Accounts and Business Forms; (B) Entering into Intercompany Transactions; and (C) Depositing and Withdrawing Funds; (II) Waiving Investment Guidelines Set Forth in Bankruptcy Code Section 345(b); and (III) Granting Related Relief* (such motion, the "Cash Management Motion" and, the applicable interim or final order approving such motion or otherwise authorizing the Debtors to continue to use their existing cash management system, the "Cash Management Order"), including with respect to all disbursements authorized thereunder.

12. Carve Out.

(a) *Priority of Carve Out.* Subject to the terms and conditions contained in this Paragraph 12, each of the Prepetition Debtor Liens, Secured Obligations, Adequate Protection Liens and Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out. The Carve Out shall have such priority over all assets of the Debtors, including the Adequate Protection Collateral and Prepetition Debtor Collateral.

(b) *Definition of Carve Out.* As used in this ~~Interim~~Final Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee

under section 1930(a) of title 28 of the United States Code, together with interest, if any, under section 3717 of title 31 of the United States Code (without regard to the notice set forth in clause (iii) below); (ii) all reasonable fees and expenses up to \$100,000.00 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in clause (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328 or 363 (the "Debtor Professionals") and the Committee (if any) pursuant to Bankruptcy Code sections 328 or 1103 (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the Administrative Agent (acting at the direction of the Required Lenders) of a Carve Out Trigger Notice (defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice and without regard to whether such fees and expenses are provided for in the Approved Budget; and (iv) Allowed Professional Fees of Debtor Professionals, in an aggregate amount not to exceed \$11,000,000.00 (provided that if a Committee is appointed and this Court approves the retention of at least one professional advisor to such Committee, such aggregate amount shall be increased to \$13,000,000.00 to be available to satisfy the Allowed Professional Fees of all Professional Persons) *plus* the amount of any transaction or similar fee approved by the Court in connection with an order authorizing the Debtors' retention of Piper Sandler & Co. as their investment banker, incurred after the first business day following delivery by the Administrative Agent (acting at the direction of the Required Lenders) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order or otherwise (the amount set forth in this clause (iv), the "Post-Carve Out Trigger Notice Cap"). For purposes of the

foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the Administrative Agent (acting at the direction of the Required Lenders) to the Debtors, their lead restructuring counsel, the U.S. Trustee and the lead restructuring counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of a Termination Event (defined below), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserves.* On the day on which a Carve Out Trigger Notice is given by the Administrative Agent (acting at the direction of the Required Lenders) to the Debtors with a copy to counsel to the Committee (if any) (the "Carve Out Trigger Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a segregated account of the Debtors not subject to the control of the Secured Parties (the "Carve Out Account") with cash in an amount equal to the then unpaid amounts of the Allowed Professional Fees of Professional Persons. The Debtors shall deposit and hold such amounts in the Carve Out Account in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Carve Out Trigger Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund the Carve Out Account in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in the Carve Out Account in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to paying any and all

other claims. Notwithstanding anything to the contrary in this ~~Interim~~Final Order, following delivery of a Carve Out Trigger Notice, the Administrative Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded; *provided* that the remaining Carve Out Reserves, if any, after all Allowed Professional Fees that are subject to the Carve Out have been paid in full pursuant to a final order, constitute Cash Collateral of the Secured Parties.

Further, notwithstanding anything to the contrary in this ~~Interim~~Final Order, (i) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out and (ii) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Account, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this ~~Interim~~Final Order or in any Loan Documents, (x) funds transferred to the Carve Out Account shall not be subject to any liens or claims granted to the Secured Parties and shall not constitute Cash Collateral, Adequate Protection Collateral or Prepetition Debtor Collateral and (y) the Carve Out shall be senior to all liens and claims securing the Adequate Protection Obligations, Secured Obligations and the Adequate Protection Superpriority Claims, as well as any and all other forms of adequate protection, liens, or claims securing the Secured Obligations; *provided* that the amounts remaining in the Carve Out Account, if any, after all Allowed Professional Fees that are subject to the Carve Out have been paid in full pursuant to a final order, constitute Cash Collateral of the Secured Parties (subject to the terms of, and priorities under, this ~~Interim~~Final Order and the Loan Documents).

(d) *Payment of Allowed Professional Fees Prior to the Carve Out Trigger Declaration Date.* So long as the Carve Out Trigger Notice has not been delivered in accordance with this ~~Interim~~Final Order, the Debtors shall be permitted to pay administrative expenses of Professional Persons allowed by an order of the Court (including any order approving interim compensation procedures), payable under the Bankruptcy Code and any applicable orders, as the same may become due and payable, including on an interim basis, consistent and in accordance with such applicable orders. Any payment or reimbursement made prior to the occurrence of the Carve Out Trigger Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out.

(e) *No Direct Obligation to Pay Allowed Professional Fees.* None of the Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases. Nothing in this ~~Interim~~Final Order shall be construed to obligate the Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Carve Out Trigger Declaration Date.* Any payment or reimbursement made on or after the occurrence of the Carve Out Trigger Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be entitled to the protections granted under this ~~Interim~~Final Order, the Bankruptcy Code and applicable law.

13. *Termination.* The Debtors' right to use Cash Collateral pursuant to this ~~Interim~~Final Order shall automatically terminate (the date of any such termination, the "Termination Date") without further notice or court proceedings ~~on the earliest to occur of~~



~~(a) the date that is forty-five (45) days after the date this Interim Order is entered if the Final Order has not been entered by this Court on or before such date (unless such period is extended by mutual agreement of the Debtors and the Administrative Agent (acting at the direction of the Required Lenders)) and (b) five (5) business days (any such five (5) business-day period of time, the "Default Notice Period") following delivery of a written notice (any such notice, a "Default Notice") by the Administrative Agent (acting at the direction of the Required Lenders) to the Debtors, the U.S. Trustee, the Ad Hoc Noteholder Group Advisors and the Committee (if any) (together, the "Default Notice Parties"), of the occurrence of any of the events set forth in clauses (a) through (m) below (unless waived in writing by the Administrative Agent (acting at the direction of the Required Lenders), which direction and waiver may each be documented by e-mail) (the events set forth in clauses (a) through (m) below are collectively referred to herein as the "Termination Events):~~

(a) failure of the Debtors to make any payment under this ~~Interim~~Final Order to the Administrative Agent or other Secured Parties within three (3) business days of the date such payment becomes due;

(b) the use of the Prepetition Debtor Collateral, including Cash Collateral, for any purpose not authorized by this ~~Interim~~Final Order (including in excess of the Approved Budget, subject to the Permitted Variance); or the failure of the Debtors to comply with any material provision of this ~~Interim~~Final Order and such failure to comply continuing unremedied for three (3) business days following notice by the Administrative Agent (acting at the direction of the Required Lenders) of such failure;

(c) except in connection with a motion for debtor in possession financing or any order entered in connection therewith, in each case, on terms acceptable to the Required Lenders

(an "Acceptable DIP"), the Debtors shall or shall seek to create, incur or suffer to exist any postpetition liens or security interests on the Prepetition Debtor Collateral or Adequate Protection Collateral which is *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens other than those granted pursuant to ~~this~~the Interim Order;

(d) an order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying this ~~Interim~~Final Order without the consent of, or that is not in form and substance reasonably acceptable to, the Required Lenders which direction and consent may each be documented by e-mail;

(e) except in connection with an Acceptable DIP, the Court shall have entered an order permitting the Debtors to create, incur or suffer any other claim which is *pari passu* with or senior to the Adequate Protection Superpriority Claims (other than the Carve Out);

(f) the Court shall have entered an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code without, in each case, the consent of the Administrative Agent (acting at the direction of the Required Lenders), which direction and consent may each be documented by e-mail;

(g) the Court shall have entered an order appointing a chapter 11 trustee, responsible officer or any examiner with enlarged powers relating to the operation of the Debtors' businesses in these Chapter 11 Cases, unless consented to in writing by the Administrative Agent (acting at the direction of the Required Lenders), which direction and consent may each be documented by e-mail;

(h) a filing by any Debtor or any wholly-owned (directly or indirectly) non-Debtor subsidiary of a Debtor of any motion, pleading, application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Secured Obligations of

asserting any other cause of action against and/or with respect to the Secured Obligations, the Prepetition Debtor Collateral, the Administrative Agent or the other Secured Parties (or if the Debtors support any such motion, pleading, application or adversary proceeding commenced by any third party; *provided* that if the Debtors provide any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this clause (h));

(i) the entry of an order in the Chapter 11 Cases charging any of the Prepetition Debtor Collateral or Adequate Protection Collateral under Bankruptcy Code sections 552(b) or 506(c);

(j) the entry of an order granting relief from the automatic stay imposed by Bankruptcy Code section 362 authorizing any party to proceed against any of the Debtors' assets having a fair market value of at least \$500,000.00 or that would materially and adversely affect the Debtors' ability to operate their business in the ordinary course;

(k) the termination of that certain Non-U.S. EMEA Credit Party Forbearance Agreement, dated as of September 1, 2021, by and among the EMEA Borrower, the Non-U.S. EMEA Guarantors party thereto, the Secured Lenders party thereto and the Administrative Agent (as may be amended, restated, supplemented, waived, or otherwise modified from time to time) pursuant to the occurrence of a "Termination Event" (as defined therein);

(l) the termination of that certain Restructuring Support Agreement dated as of September 1, 2021 (the "Restructuring Support Agreement") in accordance with its terms as to all parties; *provided* that any termination of the Restructuring Support Agreement by an individual Consenting Stakeholder (as defined in the Restructuring Support Agreement) pursuant to Section 11.05 thereof shall not result in a Termination Event under this ~~Interim~~Final Order; or

(m) the filing by any Debtor of any plan of reorganization or liquidation that is materially inconsistent with the Restructuring Support Agreement.

14. Rights and Remedies Upon Termination Event.

(a) Upon the occurrence of a Termination Event and delivery of a Default Notice to the Default Notice Parties, (i) the Adequate Protection Obligations, if any, shall become due and payable and (ii) subject to the Carve Out and the applicable Prepetition Permitted Prior Liens (if any), the Administrative Agent (acting at the direction of the Required Lenders) shall, upon the expiration of the Default Notice Period, be entitled to seek a prompt expedited hearing at which the Court will determine an appropriate remedy (if any) as a consequence of the Termination Event. For the avoidance of doubt, the Administrative Agent (acting at the direction of the Required Lenders), shall not be permitted to exercise any rights or remedies available to it under this ~~Interim~~Final Order, the Loan Documents and applicable non-bankruptcy law against the Collateral, including, the set off of amounts in accounts of the Debtors held by the Administrative Agent for payment of the Adequate Protection Obligations, unless and until so authorized by the Court. Notwithstanding anything to the contrary herein, during the Default Notice Period, the Debtors, the Committee (if any) and/or any party in interest shall be entitled to seek an emergency hearing within the Default Notice Period with the Court for the sole purpose of (x) contesting whether a Termination Event has occurred or is continuing or (y) seeking non-consensual use of Cash Collateral; *provided* that, if a hearing to consider the foregoing is requested to be heard before the end of the Default Notice Period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing, but in no event later than five (5) business days after delivery of the Default Notice or at such other date that may be agreed to by the parties after good faith negotiations. Except as set

forth in this Paragraph 14 or otherwise ordered by the Court prior to the expiration of the Default Notice Period, after the Default Notice Period, the Debtors shall be deemed to have waived their right to and shall not be entitled to seek any relief, including, without limitation, under Bankruptcy Code section 105, to the extent such relief would in any way impair or restrict the rights and remedies of the Secured Parties under this ~~Interim~~Final Order. During the Default Notice Period, the Debtors shall be entitled to continue to use the Prepetition Debtor Collateral, including Cash Collateral, in accordance with the terms of the Approved Budget and this ~~Interim~~Final Order.

(b) For the avoidance of doubt, subject to (and without waiver of) the rights of the Administrative Agent (acting at the direction of the Required Lenders) and the other Secured Parties under applicable nonbankruptcy law, notwithstanding anything to the contrary herein, the Administrative Agent (acting at the direction of the Required Lenders) can only enter upon any leased premises after a Termination Event in accordance with an order of this Court obtained by motion of the Administrative Agent (acting at the direction of the Required Lenders) and, if applicable, a separate agreement with the landlord at the applicable leased premises, on such notice to the landlord as shall be required by this Court; *provided that*, unless otherwise agreed to by the applicable landlord and the Secured Parties, the Secured Parties shall be obligated only to pay rent of the Debtors that first accrues after the written notice referenced above and that is payable during the period of such occupancy by the Administrative Agent (acting at the direction of the Required Lenders), calculated on a daily per diem basis; *provided, further* that nothing herein shall require the Administrative Agent or the other Secured Parties to assume any lease as a condition to the rights afforded in this Paragraph.

15. Reservation of Rights of the Secured Parties. Subject in all cases to the Carve Out, notwithstanding any other provision in this ~~Interim~~Final Order to the contrary, the entry of this ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Secured Parties to seek any other or supplemental relief in respect of the Debtors; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and, in the event any of the Secured Parties seek additional adequate protection all parties' rights to oppose such relief are fully reserved; (b) any of the rights of the Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of any of the Secured Parties to (i) request modification of the automatic stay under Bankruptcy Code section 362, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Chapter 11 Cases, (iii) seek to propose, subject to the provisions of Bankruptcy Code section 1121, a chapter 11 plan or plans; or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of any of the Secured Parties. The delay in or failure of the Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the Secured Parties' rights and remedies.

16. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Except as set forth in this Paragraph 16, the stipulations, admissions, waivers, and releases contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (defined below) as of the Petition Date. The stipulations, admissions, and waivers

contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or another court of competent jurisdiction) has, before the earlier of (i) except as to any Committee, seventy-five (75) calendar days after entry of the Interim Order, (ii) in the case of any Committee, sixty (60) calendar days after entry of ~~the~~this Final Order, or (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served prior to the expiration of the deadline to commence a Challenge, subject to further extension by written agreement of the Debtors and the Administrative Agent (acting at the direction of the Required Lenders) (in each case, a "Challenge Period" and, the date of expiration of the Challenge Period being a "Challenge Period Termination Date"), filed an adversary proceeding or contested matter seeking to avoid, object to, or otherwise challenge the Court's findings or the Debtors' Stipulations regarding: (i) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Administrative Agent and the other Secured Parties or (ii) the validity, enforceability, allowability, priority, secured status, or amount of the Secured Obligations (any such claim, a "Challenge"), in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge; *provided that if*, prior to the end of the Challenge Period, (x) any of the Chapter 11 Cases is converted to a case under chapter 7 of the Bankruptcy Code, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended solely with respect to the chapter 7 or chapter 11 trustee, as applicable, for a period of ten (10) days commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y). The timely filing of a motion (a) to extend the Challenge Period (an "Extension Motion") or (b) seeking standing to file a Challenge (a "Standing Motion")

before the termination of the Challenge Period, which attaches a form of draft complaint or draft claim objection with respect to any such Challenge, shall toll the Challenge Period Termination Date only as to the party that timely filed such Extension Motion or Standing Motion until such motion is resolved or adjudicated by the Court and only with respect to the Challenges set forth in such draft complaint or draft claim objection. Upon the expiration of the Challenge Period without the filing of a Challenge (or if any Challenge is filed and overruled): (a) any and all Challenges by any party (including the Committee, any chapter 11 trustee and/or any examiner or other estate representative appointed or elected in these Chapter 11 Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Cases) shall be deemed to be forever barred; (b) the Secured Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in these Chapter 11 Cases and any Successor Cases; (c) the Prepetition Debtor Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected liens, not subject to recharacterization, subordination, or avoidance; and (d) all of the stipulations and admissions of the Debtors contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, and all waivers, releases, admissions, affirmations, and other statements as to the priority, extent, and validity of the Secured Parties' claims, liens, and interests contained in this ~~Interim~~Final Order shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates and all creditors, interest holders, and other parties in interest in these Chapter 11 Cases and any Successor Cases. If any Challenge is timely and properly filed and remains pending at the time the Chapter 11 Cases are converted to chapter 7 cases, the chapter 7 trustee may continue to prosecute such Challenge on behalf of the Debtors' estates. However, if any Challenge is timely and properly



filed, the stipulations and admissions contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that any such stipulation or admission was expressly challenged in such Challenge prior to the Challenge Period Termination Date.

Nothing in this ~~Interim~~Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any Challenge. In the event that a timely Challenge brought pursuant to this Paragraph 16 is successful, the Court shall retain jurisdiction to fashion an appropriate remedy.

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

18. Modification of Automatic Stay. The automatic stay imposed under Bankruptcy Code section 362(a) is modified to the extent necessary to effectuate all of the terms of this ~~Interim~~Final Order, including, without limitation, to: (i) permit the Debtors to grant and allow the Adequate Protection Liens and the Adequate Protection Superpriority Claims; (ii) permit the Debtors to perform such acts as the Administrative Agent or the Required Lenders, as applicable, may request in their respective reasonable discretions to assure the perfection and priority of the liens granted hereinunder the Interim Order; (iii) permit the Debtors to incur all liabilities and obligations to the Secured Parties under this ~~Interim~~Final Order; (iv) permit any Revolving Lender to retain and apply the LOC Cash Collateral in its possession to reimburse such Revolving Lender for payments made by that Revolving Lender on account of any Letter of Credit; (v) permit the Secured Parties to enforce, subject to the provisions set forth in

Paragraph 14 of this ~~Interim~~Final Order, all rights and remedies provided in, and otherwise to  
all actions necessary to effectuate the terms and provisions of, this ~~Interim~~Final Order and  
Loan Documents; and (vi) subject to the Carve Out, authorize the Debtors to make, and  
Secured Parties to retain and apply, payments made in accordance with the terms of  
~~Interim~~Final Order; *provided* that, during the Default Notice Period, the automatic stay under  
Bankruptcy Code section 362 (to the extent applicable) shall remain in effect.

19. Insurance. Until the Secured Obligations have been indefeasibly paid in full  
all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition  
Debtor Collateral and Adequate Protection Collateral on substantially the same basis  
maintained prior to the Petition Date and the Debtors shall name the Administrative Agent as  
loss payee under each policy providing for such coverage.

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

21. Perfection of the Adequate Protection Liens.

(a) The Administrative Agent (acting at the direction of the Required Lenders)  
hereby remains authorized, but not required, to file or record financing statements (including  
continuation statements), intellectual property filings, mortgages, depository account control  
agreements, notices of lien, or similar instruments (collectively, "Perfection Documents") in  
applicable jurisdiction in order to validate and perfect the liens and security interests granted  
hereunder under the Interim Order. Whether or not the Administrative Agent (acting at the  
direction of the Required Lenders) shall choose to file such Perfection Documents, such  
liens and security interests shall be deemed attached, valid, perfected, allowed, enforceable

non-avoidable, and not, subject to the Challenge Period (with respect to parties other than the Debtors), subject to challenge, dispute, or subordination as of the date of entry of ~~this~~the Interim Order. If the Administrative Agent (acting at the direction of the Required Lenders) determines to execute, file or record any Perfection Documents, the Debtors shall use commercially reasonable efforts to cooperate and assist in any such execution, filings and/or recordation as reasonably requested by the Administrative Agent (acting at the direction of the Required Lenders) and the automatic stay shall be modified to allow such executions, filings and/or recordations.

(b) A certified copy of this ~~Interim~~Final Order may be filed with or recorded in filing or recording offices by the Administrative Agent (acting at the direction of the Required Lenders) in addition to or in lieu of any Perfection Documents, and all filing and recording offices are hereby authorized and directed to accept such certified copy of this ~~Interim~~Final Order for filing or recording; *provided* that, notwithstanding the date of any such filing or recording, the date of perfection of the Secured Parties' liens and security interests granted ~~hereunder~~under the Interim Order shall be the date of ~~this~~the Interim Order.

(c) To the fullest extent permitted by the Bankruptcy Code or other applicable law, any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any proceeds of such leasehold interest or other non-leasehold collateral related thereto, shall have no force and effect with respect to the granting of the Adequate Protection Liens on the proceeds of any assignment and/or sale of a leasehold interest by any Debtor in accordance with the terms of this ~~Interim~~Final Order and subject to applicable law.

22. Release. Effective as of the date of ~~this~~the Interim Order, but conditioned upon and effective only in the event that the Challenge Period expires without the filing of a Challenge (or if any Challenge is filed, such Challenge being overruled or otherwise dismissed), each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, successors and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the Secured Parties (in their capacities as such), and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such (collectively, the "Releasees"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the Petition Date with respect to or relating to the Secured Obligations, the Prepetition Debtor Liens or the Loan Documents, as applicable, including, without limitation, any and all (a) so-called "lender liability" claims, (b) equitable subordination claims or defenses, (c) claims and causes of action arising under the Bankruptcy Code and (d) claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the Secured Parties; *provided* that the foregoing shall not release any claims

resulting from the gross negligence or willful misconduct of any Releasee as determined by a final order of a court of competent jurisdiction.

23. Credit Bidding. To the extent permitted by Bankruptcy Code section 363(k) and subject to Paragraph 16 hereof and entry of the Final Order, the Administrative Agent (acting at the direction of the Required Lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles or designees), up to the full amount of the Secured Obligations in any sale of all or any portion of the Prepetition Debtor Collateral or Adequate Protection Collateral (as applicable), including, without limitation, sales pursuant to Bankruptcy Code section 363 or included as part of any chapter 11 plan.

24. Preservation of Rights Granted Under this Interim Final Order.

(a) In the event this ~~Interim Final~~ Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, all liens, claims and rights granted to the Secured Parties hereunder under the Cash Collateral Orders arising prior to the effective date of any such vacatur, reversal, or modification of this ~~Interim Final~~ Order shall be governed in all respects by the original provisions of this ~~Interim Final~~ Order, and the Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in Bankruptcy Code section 363(m).

(b) Notwithstanding any order dismissing any of the Chapter 11 Cases, (x) the Adequate Protection Liens, the Adequate Protection Superpriority Claims and any other administrative claims granted pursuant to this ~~Interim Order~~ the Cash Collateral Orders, shall continue in full force and effect and shall maintain their priorities as provided in this ~~Interim Final~~ Order until all Adequate Protection Obligations, if any, are indefeasibly paid in full, in cash (and the Adequate Protection Liens, Adequate Protection Superpriority Claims and the other administrative claims granted pursuant to this ~~Interim Order~~ the Cash Collateral Orders,

shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) the Court shall retain jurisdiction for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(c) Except as expressly provided in this ~~Interim~~Final Order, the Adequate Protection Liens, Adequate Protection Superpriority Claims and all other rights and remedies of the Secured Parties (including with respect to the Adequate Protection Payments) granted by this ~~Interim Order~~the Cash Collateral Orders shall survive and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of these Chapter 11 Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Debtor Collateral pursuant to Bankruptcy Code section 363(b) or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any Adequate Protection Obligations remaining unsatisfied on the effective date of any such plan. The terms and provisions of this ~~Interim~~Final Order shall continue in these Chapter 11 Cases and any Successor Cases if these Chapter 11 Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The Adequate Protection Liens, Adequate Protection Superpriority Claims and all other rights and remedies of the Secured Parties (including with respect to the Adequate Protection Payments) granted by this ~~Interim Order~~the Cash Collateral Orders shall continue in full force and effect until the Adequate Protection Obligations, if any, are indefeasibly paid in full, in cash.

(d) Other than as set forth in this ~~Interim~~Final Order or any order approving an Acceptable DIP and subject to the Carve Out, none of the Adequate Protection Liens shall be

made subordinate to or *pari passu* with any lien or security interest granted in any of the Chapter 11 Cases or arising after the Petition Date, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

(e) Notwithstanding anything herein to the contrary, in the event of the termination of the Restructuring Support Agreement prior to consummation of the Plan (as defined in and in accordance with the terms of the Restructuring Support Agreement) all rights, claims and objections of the holders of the 2024 Notes and/or the Indenture Trustee are reserved, and shall not be prejudiced by the findings or relief granted herein, with respect to any liens, security interests or claims that are the subject of this ~~Interim~~Final Order. The rights, claims and defenses of the Secured Parties with respect to any such rights, claims or objections of the holders of the 2024 Notes and/or the Indenture Trustee are similarly fully reserved.

25. Limitation on Use of Cash Collateral. The Debtors shall use Cash Collateral solely as provided in this ~~Interim~~Final Order. Notwithstanding anything to the contrary set forth in this ~~Interim~~Final Order, none of the Prepetition Debtor Collateral, including Cash Collateral, proceeds thereof or the Carve Out may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in

anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the Secured Parties (each in their capacities as such) under the Loan Documents or this ~~Interim~~Final Order, including, without limitation, for the payment of any services rendered by Professional Persons in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order of judgment, determination, declaration, or similar relief that would impair the ability of any of the Secured Parties (each in their capacities as such) to recover on any of the Prepetition Debtor Collateral or seeking affirmative relief against any of the Secured Parties related to the Secured Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Secured Obligations, or the Secured Parties' liens on or security interests in the Prepetition Debtor Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the Secured Parties, or the Secured Parties' respective liens on or security interests in the Prepetition Debtor Collateral that would impair the ability of any of the Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the Secured Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, priorities, or interests (including the Prepetition Debtor Liens) held by or on behalf of each of the Secured Parties related to the Secured Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Action related to the Secured Obligations or the Prepetition Debtor Liens; or (d) for prosecuting or objecting to, contesting in any manner, or raising any defenses to, the validity, extent, amount



perfection, priority, or enforceability of any of the Prepetition Debtor Liens or any other rights or interests of any of the Secured Parties related to the Secured Obligations or the Prepetition Debtor Liens; *provided* that, subject to Paragraph 6(d) above, no more than \$100,000.00 of the proceeds of the Prepetition Debtor Collateral, including the Cash Collateral, in the aggregate (the "Investigation Cap"), may be used by the Committee, if any, solely to investigate, within the Challenge Period, the claims and causes of action against the Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the Prepetition Debtor Liens) held by or on behalf of each of the Secured Parties related to the Secured Obligations. To the extent that any party incurs costs investigating or prosecuting any claims or causes of action against the Secured Parties in excess of the Investigation Cap, such costs shall not be paid from the proceeds of the Prepetition Debtor Collateral, including the Cash Collateral, and such non-payment shall not preclude the confirmation of a chapter 11 plan by any of the Debtors.

26. Binding Effect; Successors and Assigns: The provisions of this ~~Interim~~Final Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including without limitation, the Secured Parties, any Committee, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Secured Parties; *provided* that, except to the extent expressly set forth in this ~~Interim~~Final Order, the Secured Parties shall have no obligation to permit the use of Cash

Collateral by any chapter 7 trustee or similar responsible person appointed for the estate of an  
Debtor.

27. Limitation of Liability. In determining to permit (or not oppose) the use of Cash  
Collateral, or in exercising any rights or remedies as and when permitted pursuant to this  
~~Interim~~Final Order, the Secured Parties shall not, solely by reason thereof, (a) owe any fiduciar  
duty to the Debtors, their respective creditors, shareholders or estates and ~~the Debtors and the~~  
~~Secured Parties may seek a determination in the Final Order that the Secured Parties shall not~~  
~~solely by reason thereof;~~ (b) be deemed in control of the operations of the Debtors or to be  
acting as a "responsible person" or "owner or operator" with respect to the operation or  
management of the Debtors (as such terms, or any similar terms, are used in the United States  
Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601  
seq. as amended, or any similar federal or state statute). Furthermore, nothing in this  
~~Interim~~Final Order shall in any way be construed or interpreted to impose or allow the  
imposition upon any of the Secured Parties of any liability for any claims arising from the  
prepetition or post-petition activities of any of the Debtors.

28. No Impact on Certain Contracts or Transactions. Except with respect to the  
Secured Hedge Providers, the rights of any entity in connection with a contract or transaction  
of the kind listed in Bankruptcy Code sections 555, 556, 559, 560 and 561 are not affected by the  
provisions of this ~~Interim~~Final Order.

29. No Requirement to File Proofs of Claim for Secured Obligations. Neither the  
Administrative Agent nor any of the other Secured Parties shall be required to file any proof  
of claim in any of the Chapter 11 Cases or Successor Cases, and the Debtors' Stipulations shall  
be deemed to constitute a timely filed proof of claim. Any order entered by this Court in relation

the establishment of a bar date for any claim (including administrative claims) in any of the Chapter 11 Cases or Successor Cases shall not apply to the Administrative Agent or the other Secured Parties with respect to the Secured Obligations. Notwithstanding the foregoing, the Administrative Agent (acting at the direction of the Required Lenders) is hereby authorized and entitled, but not required, to file (and amend and/or supplement, as it sees fit) in the Debtors' lead case—GTT Communications, Inc.—a single master proof of claim for any claims of the Secured Parties arising from the Loan Documents (a "Master Proof of Claim"); *provided that* nothing herein shall waive the right of the Administrative Agent or any other Secured Party to file its own proofs of claim against the Debtors. Any Master Proof of Claim, if filed, shall be deemed to be in addition and not in lieu of any other proof of claim that may be filed by any of the other Secured Parties. Any Master Proof of Claim, if filed, shall not be required to identify whether any of the Secured Parties acquired its claim from another party and the identity of any such party or be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. Any Master Proof of Claim, if filed, shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the Administrative Agent. The provisions of this Paragraph 29 and the Master Proof of Claim are intended solely for the purpose of administrative convenience.

30. Limitation on Charging Expenses Against Prepetition Debtor Collateral.

Nothing in this Interim Order shall be interpreted as limiting any rights or determining any issue under Except to the extent of the Carve Out, no costs or expenses of administration of these

Chapter 11 Cases or any Successor Cases shall at any time be charged against or recovered from the Prepetition Debtor Collateral, the Adequate Protection Collateral or the Secured Parties pursuant to Bankruptcy Code sections 506(c) of the Bankruptcy Code or 105(a), or any similar principle of law or equity, without prejudice to the rights of the Debtors and the prior written consent of the Secured Parties to seek such limits or determinations in connection with the Final Order and for such relief to be effective as of the Petition Date and no such consent shall be implied from any action, inaction or acquiescence by the Secured Parties.

31. Payments Free and Clear. Subject to Paragraphs 11 and 16 of this ~~Interim~~Final Order and subordinate solely to the Carve Out, any and all payments or proceeds remitted to or on behalf of the Secured Parties, pursuant to the provisions of this ~~Interim Order~~the Cash Collateral Orders or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability.

32. No Marshaling The Secured Parties shall not be subject to the doctrine of "marshaling" or any other similar equitable doctrine with respect to any of the Collateral.

33. Equities of the Case The Secured Parties shall each be entitled to all of the rights and benefits of Bankruptcy Code section 552(h) and the "equities of the case" exception under Bankruptcy Code section 552(h) shall not apply to the Secured Parties with respect to proceeds, product, offspring or profits of any of the Prepetition Debtor Collateral or Adequate Protection Collateral.

32. Reserved.

33. Reserved.

34. Effect of this InterimFinal Order. This ~~Interim~~Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro*

tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this ~~Interim~~Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this ~~Interim~~Final Order.

35. Headings. The headings in this ~~Interim~~Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this ~~Interim~~Final Order.

36. Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this ~~Interim~~Final Order.

37. Controlling Effect of InterimFinal Order. To the extent any provision of this ~~Interim~~Final Order conflicts or is inconsistent with any provision of the Motion or the Interim Order, the provisions of this ~~Interim~~Final Order shall control to the extent of such conflict.

38. Final Hearing. ~~The Final Hearing is scheduled for November 30, 2021 at 10:00 a.m. prevailing Eastern Time, before this Court. The Debtors shall promptly transmit copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. Any party in interest objecting to the relief sought at the Final Hearing must file a written objection thereto with the Clerk of the United States Bankruptcy Court for the Southern District of New York by no later than November 23, 2021 at 4:00 p.m. prevailing Eastern Time and served on or before such date upon: (a) the Debtors; Attn: Douglass Maynard, Esq.; (b) proposed counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, Attn: Ira S. Dizengoff, Esq., Philip C. Dublin, Esq., David H. Botter, Esq. and Naomi Moss, Esq.; (c) counsel to any statutory committee appointed in these Chapter 11 Cases;~~

~~(d) Jones Day, counsel to KeyBank National Association as Administrative Agent, Attn: Thomas A. Wilson, Esq.; (e) Reed Smith LLP, counsel to Wilmington Trust, National Association, as indenture trustee for the 2024 Notes, Attn: Kurt F. Gwynne, Esq.; (f) Milbank LLP, counsel to the Ad Hoc Lender Group, Attn: Evan R. Fleck, Esq., Lauren C. Doyle, Esq. and Brian J. Zucco, Esq.; (g) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to the 2020 Ad Hoc Lender Group, Attn: Robert Britton, Esq., Karen R. Zeituni, Esq. and Joseph M. Graham, Esq.; (h) Latham & Watkins, LLP, counsel to the Ad Hoc Noteholder Group, Attn: Richard A. Levy, Esq., Ted A. Dillman, Esq. and Ebba Gebisa, Esq.; (i) Kirkland & Ellis LLP, counsel to the Buyer and I Squared Capital Advisors (US) LLC, Attn: Steven N. Serajeddini, Esq. and Kevin McClelland, Esq.; and (j) the Office of the United States Trustee for the Southern District of New York, Attn: Greg M. Zipes, Esq. and Richard C. Morrissey, Esq.~~

38. ~~Interim Order. Except as amended, superseded or otherwise modified hereby, all of the provisions, protections, grants, statements, stipulations and agreements in the Interim Order and any actions taken by the Debtors or the Secured Parties in accordance therewith shall remain in effect and are hereby ratified, confirmed and approved by this Final Order.~~

Date: \_\_\_\_\_, 2021  
New York, New York

\_\_\_\_\_  
THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Approved Budget**

**Exhibit C**

**Revised All Trade Final Order  
[Re: Docket No. 9]**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	)	Chapter 11
In re:	)	
	)	Case No. 21-11880 ( <u>MEW</u> )
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	(Jointly Administered)
Debtors.	)	
	)	<b>Re: Docket No. <u>—9</u></b>

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**FINAL ORDER (I) AUTHORIZING, BUT NOT DIRECTING, DEBTORS TO PAY PREPETITION TRADE CLAIMS IN ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases for entry of a final order (the "Final Order"): (i) authorizing, but not directing, the Debtors to pay prepetition claims of claimants that provide goods or services related to the Debtors' operations (such claims, collectively, the "Prepetition Trade Claims" and, such claimants, the "Trade Claimants") as such claims become due, as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief, all as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and finding sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, in a reasonable exercise of business judgment, to (a) pay Prepetition Trade Claims and the postpetition claims of Trade Claimants in full and (b) settle disputes related thereto, in each case as such claims come due in the ordinary course of business and consistent with prepetition practice; *provided* that the payment of postpetition claims of attorneys retained, or subject to retention, by the Debtors pursuant to the OCP Motion shall be governed by the terms of the order approving the Motion.
3. As a condition to receiving payment on account of Prepetition Trade Claims, the Debtors, in their sole discretion, may require, by written agreement, that Trade Claimants (a) continue supplying goods and services to the Debtors on terms that are at least as favorable to the Debtors as those in effect prior to the Petition Date or on terms otherwise satisfactory

Debtors in their sole discretion and (b) agree that they shall not be permitted to cancel any contract or agreement pursuant to which they provide goods or services to the Debtors (including, without limitation, any Hardware and Software, use of Colocation Centers, Network Access or Customer Access) on less than ninety (90) days' notice (such terms, collectively, the "Trade Terms" and, any such agreement, a "Trade Terms Agreement"); *provided* that the Debtors' inability to enter into a Trade Terms Agreement shall not preclude the Debtors from paying a Prepetition Trade Claim when, in the exercise of their reasonable business judgment, such payment is necessary to their reorganization. The Debtors shall have the right to require more favorable trade terms from any Trade Claimant as a condition to payment of any Prepetition Trade Claim.

4. If any Trade Claimant accepts payment pursuant to this Final Order and thereafter ceases to provide goods or services to the Debtors (including, without limitation, any Hardware and Software, use of Colocation Centers, Network Access or Customer Access) in accordance with the Trade Terms (or such other terms agreed to by the Debtors), the Debtors may, in their sole discretion, declare that (a) any payments made on account of the Prepetition Trade Claim to such Trade Claimant after the Petition Date either be deemed applied to postpetition amounts payable to such Trade Creditor or treat the payment as an avoidable postpetition transfer pursuant to Bankruptcy Code section 549(a) that the Debtors may recover in cash or in goods from such Trade Claimant (including by setoff against postpetition obligations) or (b) the Trade Claimant shall immediately return the received payment without giving effect to any alleged setoff rights, recoupment rights, adjustments or offsets of any type whatsoever, and the applicable Prepetition Trade Claim shall be reinstated so as to restore the Debtors and the Trade

Claimant to their original positions (subject to any claims the Debtors may have against s  
Trade Claimant with respect to the cessation of goods or services).

5. The banks and financial institutions on which checks were drawn or electronic  
payment requests made in payment of the prepetition obligations approved herein are authorized  
to receive, process, honor and pay all such checks and electronic payment requests when  
presented for payment, provided that sufficient funds are on deposit and standing in the Debtors'  
credit in the applicable bank accounts to cover such payments, and all such banks and financial  
institutions are authorized to rely on the Debtors' designation of any particular check or  
electronic payment request as approved by this Final Order without any duty of further inquiry  
and without liability for following the Debtors' instructions.

6. The Debtors shall maintain a matrix summarizing payments made pursuant to this  
Final Order, including: (a) the name of each Trade Claimant paid, (b) the type and category of  
each Prepetition Trade Claim paid and (c) the amount paid to each Trade Claimant on account of  
its Prepetition Trade Claim. Following the entry of this Final Order, this matrix shall be  
provided on a monthly basis to: (i) counsel to any statutory committee appointed in these cases;  
(ii) counsel to the Ad Hoc Lender Group; (iii) counsel to the 2020 Ad Hoc Lender Group;  
(iv) counsel to the Ad Hoc Noteholder Group; (v) counsel to the Administrative Agent;  
(vi) the Office of the United States Trustee for the Southern District of New York; *provided that*  
such professionals may share the matrix with financial professionals retained by their clients in  
connection with the Chapter 11 Cases and all such professionals shall keep the matrix  
confidential and shall not disclose any of the information in the matrix to any third party,  
including without limitation any member of an official committee, without the prior written  
consent of the Debtors.

7 Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Final Order; or (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

8. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

9 Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a) and~~ Rule 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, ~~and the requirements of Bankruptcy Rules 6004(a) and 6004(h)~~ are waived.

10 The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

11 This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

Date: \_\_\_\_\_, 2021

New York, New York

THE HONORABLE MICHAEL E. WILES

UNITED STATES BANKRUPTCY JUDGE

**Exhibit D**

**Revised Customer Programs Final Order  
[Re: Docket No. 10]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_ ) Chapter 11  
In re: )  
GTT COMMUNICATIONS, INC., *et al.*,<sup>1</sup> ) Case No. 21-11880 (MEW)  
 ) (Jointly Administered)  
Debtors. )  
\_\_\_\_\_ ) **Re: Docket No. —10**

**FINAL ORDER  
(I) AUTHORIZING, BUT NOT DIRECTING,  
DEBTORS TO (A) CONTINUE PERFORMING  
UNDER CUSTOMER CONTRACTS, (B) CONTINUE  
CUSTOMER PROGRAMS, (C) CONTINUE PERFORMING  
UNDER AGENT AGREEMENTS AND (D) HONOR PREPETITION  
OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively the "Debtors") in the above-captioned chapter 11 cases for entry of a final order (the "Final Order"): (i) authorizing, but not directing, the Debtors to (a) continue performing under their prepetition contracts with customers, (b) continue their prepetition customer-related programs, (c) continue performing under their prepetition agreements with third-party sales and marketing agents and (d) honor their prepetition obligations related to the foregoing, as well as to resolve disputes, in the ordinary course of business; and (ii) granting related relief, all as further described in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core18 (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Technology Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, North Arlington, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

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proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, in a reasonable exercise of their business judgment, to continue performing under their Customer Contracts, to settle any customer-related disputes, to honor all customer-related obligations, including obligations that arose prior to the Petition Date, and to enter into new Customer Contracts, in each case, in the ordinary course of business and consistent with their prepetition practices, without the need for further Court approval.
3. The Debtors are authorized, but not directed, in a reasonable exercise of their business judgment, to continue their Customer Programs, to settle any disputes associated with the Customer Programs and to honor all obligations related to the Customer Programs, including obligations that arose prior to the Petition Date, in each case, in the ordinary course of business and consistent with their prepetition practices, without the need for further Court approval.

4. The Debtors are authorized, but not directed, to renew, replace, modify, and/or terminate their Customer Programs as they deem appropriate, in their discretion, and in the ordinary course of business, without the need for further Court approval.

5. The Debtors are authorized, but not directed, in a reasonable exercise of their business judgment, to continue performing under their Agent Agreements, to settle any disputes associated with the Agent Agreements, to honor all obligations related to the Agent Agreements, including any Agent Commissions that arose prior to the Petition Date, and to enter into new Agent Agreements, in each case, in the ordinary course of business and consistent with their prepetition practices, without the need for further Court approval.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party's interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim

payable pursuant to this Final Order; or (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

8. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

9. Notwithstanding the possible applicability of Bankruptcy Rules 6004(a) and Rule 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are waived.

10. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

11. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

Dated: \_\_\_\_\_, 2021  
New York, New York

\_\_\_\_\_  
THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit E**

**Revised Wages Final Order  
[Re: Docket No. 11]**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_ ) Chapter 11  
In re: )  
 ) Case No. 21-11880 (MEW)  
GTT COMMUNICATIONS, INC., *et al.*,<sup>1</sup> )  
 ) (Jointly Administered)  
Debtors. )  
\_\_\_\_\_ ) **Re: Docket No. —11**

**FINAL ORDER (I) AUTHORIZING, BUT NOT  
DIRECTING, DEBTORS TO (A) PAY PREPETITION EMPLOYEE  
WAGES, SALARIES, OTHER COMPENSATION AND REIMBURSABLE  
EMPLOYEE EXPENSES AND (B) CONTINUE EMPLOYEE COMPENSATION  
AND BENEFITS PROGRAMS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (the "Final Order"): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation and reimbursable employee expenses and (b) continue employee compensation and benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto; and (ii) granting related relief, all as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.

2. The Debtors are authorized, but not directed, to continue to provide and modify Employee Compensation and Benefits and to pay any claims and/or obligations on account of Employee Compensation and Benefits in the ordinary course and consistent with prepetition practice, irrespective of whether such claims or obligations arose prepetition or postpetition.

3. Subject to paragraph 4 below, nothing herein restricts the Debtors' ability to modify or discontinue any of the Employee Compensation and Benefits, subject to any contractual or non-bankruptcy law limitations.

4. Notwithstanding anything in the Motion, the Interim Order or this Final Order to the contrary, the Debtors shall not make any modifications to the Director Compensation or compensation for any executive officer or other Insider without further order of the Court.

5. Nothing in this Final Order shall authorize the Debtors to make, and the Debtors shall not make, any payments or other transfers that are subject to Bankruptcy Code section 503(c) (including any bonus, incentive or severance payments to any Insiders (as such term is defined in Bankruptcy Code section 101(31))).

6. Nothing in the Motion or herein (a) alters or amends the terms and conditions of the Workers' Compensation Program; (b) relieves the Debtors of any of their other obligations under the Workers' Compensation Program; (c) creates or permits a direct right of action against an insurer or third party administrator where such right of action does not already exist under non-bankruptcy law; or (d) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the applicable parties' rights under the Workers' Compensation Program.

57. ~~Pursuant to~~ The automatic stay of Bankruptcy Code section 362(da), Employees are authorized if and to the extent applicable, is hereby modified to the extent necessary to permit: (a) claimants to proceed with their claims (whether arising before or after the Petition Date) under the Workers' Compensation Program in the appropriate judicial or administrative forum and; (b) insurers and third party administrators to handle, administer, defend, settle and/or pay workers' compensation claims; (c) insurers or third party administrators to pay any amounts within a deductible and seek reimbursement from the Debtors are authorized therefor and (d) the Debtors to continue the Workers' Compensation Program and pay all prepetition and postpetition amounts relating thereto in the ordinary course of the Debtors' businesses. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

68. The Debtors are authorized to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities, as applicable, in accordance with the Debtors' prepetition policies and practices.

79. The Debtors are authorized to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

810. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

911. Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Final Order; (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365; or (g) creating an administrative priority claim on account of the Employee Compensation and Benefits obligations.

1012. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is



any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

~~13.~~ Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a) and Rule~~ 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, ~~and the requirements of Bankruptcy Rules 6004(a) and 6004(h)~~ are waived.

~~14.~~ The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

~~15.~~ This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

Date: \_\_\_\_\_, 2021  
New York, New York

THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit F**

**Revised Taxes Final Order  
[Re: Docket No. 12]**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_ ) Chapter 11  
In re: )  
 ) Case No. 21-11880 (MEW)  
GTT COMMUNICATIONS, INC., *et al.*,<sup>1</sup> )  
 ) (Jointly Administered)  
Debtors. )  
\_\_\_\_\_ ) **Re: Docket No. —12**

**FINAL ORDER  
(I) AUTHORIZING, BUT NOT DIRECTING, PAYMENT OF  
CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (the "Final Order"): (i) authorizing, but not directing, the Debtors to pay, as applicable, Taxes and Fees and certain related obligations, in each case, as they come due in the ordinary course of business; and (ii) granting related relief, as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, to (a) pay or remit (or use applicable credits to offset) prepetition Taxes and Fees Obligations without further order of this Court, at such time when the Taxes and Fees are payable in the ordinary course of business and (b) pay Taxes and Fee Obligations that arise in the ordinary course of business on a postpetition basis. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized to seek a refund or credit on account of any such Taxes and Fees.
3. The Debtors are authorized, but not directed, to (a) pay any prepetition CLA Obligations and (b) pay any CLA Obligations that arise in the ordinary course of business on a postpetition basis.
4. The payment of obligations under this Final Order are not limited to the Authorities listed in Exhibit C to the Motion, and such exhibit may be supplemented with additional Authorities without further order of the Court.
5. The Debtors are authorized, but not directed, to honor any amounts owed on account of the Domestic Audits conducted in connection with their Taxes and Fees in the ordinary course of business.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Final Order; or (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

8. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

9. Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a) and Rule~~ 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, and the requirements of Bankruptcy Rules ~~6004(a) and~~ 6004(h) are waived.

10. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

11. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

Dated: \_\_\_\_\_, 2021  
New York, New York

THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

94

**Exhibit G**

**Revised NOL Final Order  
[Re: Docket No. 13]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket No. <u>—13</u></b>

**FINAL ORDER (I) APPROVING NOTIFICATION  
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS  
OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO  
TO COMMON STOCK AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (the "Final Order"): (i) approving certain notification and hearing procedures related to certain transfers of, or declarations of worthlessness with respect to, GTT Stock or any Beneficial Ownership therein; and (ii) granting such further relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

140  
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Motion at a hearing held before this Court (the "Final Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Final Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The GTT Stock Procedures, as set forth in Exhibit 1 hereto, are hereby approved on a final basis.
3. The notices substantially in the forms attached hereto as Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6, and Exhibit 7 are hereby approved.
4. Any transfer of, or declaration of worthlessness with respect to, Beneficial Ownership of GTT Stock in violation of the GTT Stock Procedures, including the notice requirements, shall be null and void *ab initio*.
5. In the case of any transfer of GTT Stock in violation of the GTT Stock Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the Debtors, including, but not limited to, the actions specified in Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer is null and void *ab initio*.
6. In the case of any declaration of worthlessness with respect to Beneficial Ownership of GTT Stock in violation of the GTT Stock Procedures, including the notice requirements, the person or entity making such declaration shall be required to file an amended

tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

7. The Debtors, in their discretion and in consultation with the Consultation Parties, may waive in writing any and all restrictions, stays and notification procedures set forth in the GTT Stock Procedures.

8. The requirements set forth in this Final Order are in addition to the requirements of all applicable law and do not excuse compliance therewith.

9. Nothing contained in the Motion or this Final Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; or (e) an implication or admission by the Debtors that any claim is payable pursuant to this Final Order.

10. Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a) and Rule~~ 6004(h) or otherwise, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry, ~~and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are waived.~~

11. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

12. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1 to Final Order**

**GTT Stock Procedures**

[Filed as Exhibit 1 to Interim Order]

140

137

**Exhibit 2 to Final Order**

**Notice of Substantial Stock Ownership**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket No. <u>—13</u></b>

**NOTICE OF SUBSTANTIAL STOCK OWNERSHIP**

**PLEASE TAKE NOTICE** that, pursuant to the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief*, dated [\_\_\_\_], Docket No. [\_\_\_\_] (together with all exhibits thereto, the "Final Order"), [Name of Filer] (the "Filer") hereby provides notice that it is/has become a Substantial Stockholder<sup>2</sup> and that, as of the date hereof, the Filer beneficially owns:

- (i) \_\_\_\_\_ shares of GTT Stock; and
- (ii) Options to acquire \_\_\_\_\_ shares of GTT Stock.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of the Filer is \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

1. For GTT Stock and/or Options to acquire GTT Stock that are owned directly by the Filer, (a) the number of such shares, the number of such interests and/or the number of shares underlying Options beneficially owned by such Filer and (b) the date(s) on which such shares and/or Options were acquired; and
2. In the case of GTT Stock and/or Options to acquire GTT Stock that are not owned directly by the Filer but are nonetheless beneficially owned by the Filer or owned by an Acquiring Group of which the Filer is a member, (a) the names(s) of each record or legal owner

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Débtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the GTT Stock Procedures annexed to the Final Order as **Exhibit 1**.

140

of such shares of GTT Stock and/or Options to acquire GTT Stock that are beneficially owned by the Filer, (b) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options beneficially owned by such Filer, and (c) the date(s) on which such GTT Stock and/or Options were acquired. Any shares that are included solely as a result of the Filer being a member of an Acquiring Group are designated with an asterisk (\*).

<i>Class</i>	<i>Name of Owner</i>	<i>Shares Owned</i>	<i>Shares Underlying Options Owned</i>	<i>Date(s) Acquired</i>
GTT Stock				

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the Filer hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

[[IF APPLICABLE:] The Filer is represented by [name of law firm], [address], [phone] (Attn: [name of attorney]).]

Respectfully submitted,  
 [Name of Filer]

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit 3 to Final Order**

**Acquisition Notice**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
	)	(Jointly Administered)
Debtors.	)	
	)	<b>Re: Docket No. <u>—13</u></b>

**NOTICE OF INTENT TO PURCHASE,  
ACQUIRE OR OTHERWISE ACCUMULATE GTT STOCK**

**PLEASE TAKE NOTICE** that, pursuant to the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief*, dated [\_\_\_\_], Docket No. [\_\_\_\_] (together with all exhibits thereto, the "Final Order"), [Name of Filer] (the "Filer") hereby provides notice of (a) its intention to purchase, acquire or otherwise accumulate directly (i) one or more shares of GTT Stock<sup>2</sup> and/ or (ii) Options to acquire GTT Stock and/ or (b) a proposed purchase or acquisition of GTT Stock and/ or Options to acquire GTT Stock that would result in an increase in the number of shares of GTT Stock and/ or number of shares of GTT Stock underlying Options to acquire GTT Stock that are beneficially owned by the Filer (any proposed transactions described in (a) or (b), a "Proposed Acquisition Transaction").

**PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

**1. If the Proposed Acquisition Transaction involves the purchase or acquisition directly by the Filer of GTT Stock and/ or Options to acquire GTT Stock, (a) the number of shares of GTT Stock and/ or the number of shares of GTT Stock underlying Options proposed to be purchased or acquired, and (b) the date(s) of such Proposed Acquisition Transaction; and**

**2. If the Proposed Acquisition Transaction involves the purchase or acquisition of GTT Stock and/ or Options to acquire GTT Stock by a person or Entity other than the Filer, but the Proposed Acquisition Transaction nonetheless would increase the number of shares of GTT Stock and/ or the number of shares of GTT Stock underlying Options that are**

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the GTT Stock Procedures annexed to the Final Order as Exhibit 1.

*beneficially owned by the Filer, (a) the name(s) of each such person or Entity that proposes to purchase or acquire such shares of GTT Stock and/or Options, (b) the number of shares of GTT Stock and/or number of shares of GTT Stock underlying Options proposed to be purchased or acquired, and (c) the date(s) of such Proposed Acquisition Transaction.*

<i>Class</i>	<i>Name of Purchaser or Acquirer</i>	<i>Shares to be Purchased or Acquired</i>	<i>Shares Subject to Options to be Purchased or Acquired</i>	<i>Date(s) of Proposed Acquisition Transaction</i>
GTT Stock				

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that the following table summarizes the Filer's beneficial ownership of GTT Stock and/or Options to acquire GTT Stock assuming the Proposed Acquisition Transaction is approved and consummated as described above. The table sets forth, as of immediately following the Proposed Acquisition Transaction, (a) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that would be owned directly by the Filer and (b) in the case of any beneficial ownership by the Filer of GTT Stock and/or Options that would be owned by another person or Entity as record/legal owner, the name(s) of each prospective record/legal owner, and the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that would be owned by each such record/legal owner.

<i>Class</i>	<i>Name of Owner</i>	<i>Shares to be Owned</i>	<i>Shares Underlying Options to be Owned</i>
GTT Stock			

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that if the Proposed Acquisition Transaction involves a purchase or acquisition of GTT Stock and/or Options to acquire GTT Stock directly by the Filer and such Proposed Acquisition Transaction would result in (a) an increase in the beneficial ownership of GTT Stock and/or Options to acquire GTT Stock by a person or Entity (other than the Filer) that currently is a Substantial Stockholder or (b) a person or Entity (other than the Filer) becoming a Substantial Stockholder, the following table sets forth (i) the name of each such person or Entity, (ii) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that are beneficially owned by such person or Entity prior to the Proposed Acquisition Transaction, and (iii) the number of shares of GTT Stock and/or the shares of GTT Stock underlying Options that would be beneficially owned by such person or Entity immediately following the Proposed Acquisition Transaction.

<i>Class</i>	<i>Name of Beneficial Owner</i>	<i>Shares Owned Prior to Proposed Acquisition Transaction</i>	<i>Shares to be Owned Following Proposed Acquisition Transaction</i>	<i>Shares Underlying Options Prior to Proposed Acquisition Transaction</i>	<i>Shares Underlying Options Following Proposed Acquisition Transaction</i>
GTT Stock					

(Attach additional pages if necessary)

For each of the tables above, a Filer that is a member of an Acquiring Group shall indicate the shares of GTT Stock treated as owned or to be owned by the members of such Acquiring Group by including an asterisk (\*) next to each entry made above.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of the Filer is \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the Filer hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

**PLEASE TAKE FURTHER NOTICE** that any further transactions that may result in the Filer increasing its beneficial ownership of GTT Stock and/or Options to acquire GTT Stock will each require an additional notice to be filed with the Court and served in the same manner as this Notice.

[[IF APPLICABLE:] The Filer is represented by [name of law firm], [address], [phone] (Attn: [name of attorney]).]

Respectfully submitted,  
 [Name of Filer]

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_

651

**Exhibit 4 to Final Order**

**Disposition Notice**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
	)	(Jointly Administered)
Debtors.	)	
	)	Re: Docket No. <u>—13</u>

**NOTICE OF INTENT TO SELL, TRADE OR OTHERWISE TRANSFER GTT STOCK**

**PLEASE TAKE NOTICE** that, pursuant to the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief*, dated [\_\_\_\_], Docket No. [\_\_\_\_] (together with all exhibits thereto, the "Final Order"), [Name of Filer] (the "Filer") hereby provides notice of (a) its intention to sell, trade or otherwise transfer or dispose of (i) one or more shares of GTT Stock<sup>2</sup> and/ or (ii) Options to acquire GTT Stock and/or (b) a proposed sale, transfer or disposition of GTT Stock and/or Options to acquire GTT Stock that would result in a decrease in the number of shares of GTT Stock and/or number of shares of GTT Stock underlying Options to acquire GTT Stock that are beneficially owned by the Filer (any proposed transactions described in (a) or (b), a "Proposed Disposition Transaction").

**PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

1. *If the Proposed Disposition Transaction involves the sale, transfer or disposition directly by the Filer of GTT Stock and/or Options to acquire GTT Stock, (a) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options proposed to be sold, transferred or disposed of, and (b) the date(s) of such Proposed Disposition Transaction; and*

2. *If the Proposed Disposition Transaction involves the sale, transfer or disposition of GTT Stock and/or Options to acquire GTT Stock by a person or Entity other than the Filer, but the Proposed Disposition Transaction nonetheless would decrease the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that are beneficially owned by the Filer, (a) the name(s) of each such person or Entity*

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the GTT Stock Procedures annexed to the Final Order as Exhibit 1.

*that proposes to sell, transfer or dispose of such shares of GTT Stock and/or Options, (b) the number of shares of GTT Stock and/or number of shares of GTT Stock underlying Options proposed to be sold, transferred or disposed of, and (c) the date(s) of such Proposed Disposition Transaction.*

<i>Class</i>	<i>Name of Owner</i>	<i>Shares to be Sold, Transferred or Disposed</i>	<i>Shares Underlying Options to be Transferred or Disposed</i>	<i>Date(s) of Proposed Disposition Transaction</i>
GTT Stock				

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that the following table summarizes the Filer's beneficial ownership of GTT Stock and/or Options to acquire GTT Stock assuming the Proposed Disposition Transaction is approved and consummated as described above. The table sets forth, as of immediately following the Proposed Disposition Transaction, (a) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that would be owned directly by the Filer and (b) in the case of any beneficial ownership by the Filer of GTT Stock and/or Options that would be owned by another person or Entity as record/legal owner, the name(s) of each prospective record/legal owner, and the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that would be owned by each such record/legal owner:

<i>Class</i>	<i>Name of Owner</i>	<i>Shares to be Owned</i>	<i>Shares Underlying Options to be Owned</i>
GTT Stock			

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that if the Proposed Disposition Transaction involves a sale, transfer or disposition of GTT Stock and/or Options to acquire GTT Stock directly by the Filer and such Proposed Disposition Transaction would result in (a) a decrease in the beneficial ownership of GTT Stock and/or Options to acquire GTT Stock by a person or Entity (other than the Filer) that currently is a Substantial Stockholder or (b) a person or Entity (other than the Filer) becoming a Substantial Stockholder, the following table sets forth (i) the name of each such person or Entity, (ii) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options that are beneficially owned by such person or Entity prior to the Proposed Disposition Transaction, and (iii) the number of shares of GTT Stock and/or the shares of GTT Stock underlying Options that would be beneficially owned by such person or Entity immediately following the Proposed Disposition Transaction.

<i>Class</i>	<i>Name of Beneficial Owner</i>	<i>Shares Owned Prior to Proposed Disposition Transaction</i>	<i>Shares to Be Owned Following Proposed Disposition Transaction</i>	<i>Shares Underlying Options Prior to Proposed Disposition Transaction</i>	<i>Shares Underlying Options Following Proposed Disposition Transaction</i>
GTT Stock					

(Attach additional pages if necessary)

For each of the tables above, a Filer that is a member of an Acquiring Group shall indicate the shares of GTT Stock treated as owned or to be owned by the members of such Acquiring Group by including an asterisk (\*) next to each entry made above.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of the Filer is \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the Filer hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

**PLEASE TAKE FURTHER NOTICE** that any further transactions that may result in the Filer decreasing its beneficial ownership of GTT Stock and/or Options to acquire GTT Stock will each require an additional notice filed with the Court to be served in the same manner as this Notice.

[[IF APPLICABLE:] The Filer is represented by [name of law firm], [address], [phone] (Attn: [name of attorney]).]

Respectfully submitted,  
[Name of Filer]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit 5 to Final Order**

**Notice of Status as 50-Percent Stockholder**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
	)	(Jointly Administered)
Debtors.	)	
	)	<b>Re: Docket No. <u>—13</u></b>

**NOTICE OF STATUS AS 50-PERCENT STOCKHOLDER**

**PLEASE TAKE NOTICE** that, pursuant to the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief*, dated [\_\_\_\_], Docket No. [\_\_\_\_] (together with all exhibits thereto, the "Final Order"), [Name of Filer] (the "Filer") hereby provides notice that the Filer is/has become a 50-Percent Stockholder<sup>2</sup> and that, as of the date hereof, the Filer beneficially owns:

- (i) \_\_\_\_\_ shares of GTT Stock; and
- (ii) Options to acquire \_\_\_\_\_ shares of GTT Stock.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of the Filer is \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that the following table sets forth the following information:

1. *For GTT Stock and/or Options to acquire GTT Stock that are owned directly by the Filer, (a) the number of such shares, the number of such interests and/or the number of shares underlying Options beneficially owned by such Filer and (b) the date(s) on which such shares and/or Options were acquired; and*
2. *In the case of GTT Stock and/or Options to acquire GTT Stock that are not owned directly by the Filer but are nonetheless beneficially owned by the Filer or owned by an Acquiring Group of which the Filer is a member, (a) the names(s) of each record or legal owner*

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the GTT Stock Procedures annexed to the Final Order as Exhibit 1.

of such shares of GTT Stock and/or Options to acquire GTT Stock that are beneficially owned by the Filer, (b) the number of shares of GTT Stock and/or the number of shares of GTT Stock underlying Options beneficially owned by such Filer, and (c) the date(s) on which such GTT Stock and/or Options were acquired. Any shares that are included solely as a result of the Filer being a member of an Acquiring Group are designated with an asterisk (\*).

Class	Name of Owner	Shares Owned	Shares Underlying Options Owned	Date(s) Acquired
GTT Stock				

(Attach additional pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the Filer hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

[[IF APPLICABLE:] The Filer is represented by [name of law firm], [address], [phone] (Attn: [name of attorney]).]

Respectfully submitted,  
[Name of Filer]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit 6 to Final Order**

**Notice of Intent to Claim Worthless Stock Deduction**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
	)	(Jointly Administered)
Debtors.	)	
	)	Re: Docket No. <u>—13</u>

**NOTICE OF INTENT TO CLAIM WORTHLESS STOCK DEDUCTION**

**PLEASE TAKE NOTICE** that, pursuant to the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief*, dated [\_\_\_\_], Docket No. [\_\_\_\_] (together with all exhibits thereto, the "Final Order"), [Name of Filer] (the "Filer") hereby provides notice of its intention to claim a worthless stock deduction with respect to GTT Stock.<sup>2</sup>

**PLEASE TAKE NOTICE** that, if applicable, on \_\_\_\_\_, 20\_\_ the Filer filed a Notice of Status as 50-Percent Stockholder with the United States Bankruptcy Court for the Southern District of New York and served copies thereof on the Debtors and counsel to the Debtors.

**PLEASE TAKE FURTHER NOTICE** that, as of the date hereof, the Filer beneficially owns:

- (i) \_\_\_\_\_ shares of GTT Stock; and
- (ii) Options to acquire \_\_\_\_\_ shares of GTT Stock.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of the Filer is \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that the Filer proposes to declare for [federal/state] tax purposes that \_\_\_\_\_ shares of GTT Stock or an Option to acquire \_\_\_\_\_ shares of GTT Stock became worthless during the tax year ending \_\_\_\_\_, 20\_\_.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the GTT Stock Procedures annexed to the Final Order as Exhibit 1.

**PLEASE TAKE FURTHER NOTICE** that, under penalty of perjury, the Filer hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments which purport to be part of this Notice are true, correct, and complete.

[[IF APPLICABLE:] The Filer is represented by [name of law firm], [address], [phone]  
(Attn: [name of attorney]).]

Respectfully submitted,  
[Name of Filer]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit 7 to Final Order**

**Notice of Final Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_) Chapter 11  
In re: \_\_\_\_\_)  
\_\_\_\_\_)  
GTT COMMUNICATIONS, INC., *et al.*,<sup>1</sup> \_\_\_\_\_)  
\_\_\_\_\_)  
Debtors. \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
**Re: Docket No. —13**

**NOTICE OF FINAL ORDER APPROVING NOTIFICATION  
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND  
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

**PLEASE TAKE NOTICE** that on October 31, 2021 (the “Petition Date”), the above captioned debtors and debtors in possession (collectively, the “Debtors”), filed petitions with the United States Bankruptcy Court for the Southern District of New York (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to certain exceptions, Bankruptcy Code section 362 operates as a stay of any act to obtain possession of or exercise control over property of or from the Debtors’ estates.

**PLEASE TAKE FURTHER NOTICE** that on the Petition Date, the Debtors filed the *Debtors Motion for Entry of Interim and Final Orders (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief* [Docket No. —13] (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that on November [ ], 2021, the Court entered the *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief* [Docket No. \_\_\_] (together with all exhibits thereto, the “Final Order”) approving the procedures annexed hereto as **Exhibit 1** (the “GTT Stock Procedures”) for certain transfers of and worthless stock deductions with respect to GTT Stock<sup>2</sup> and Options to acquire GTT Stock.

**PLEASE TAKE FURTHER NOTICE** that upon the request of any entity, the claims and noticing agent for the Debtors, Prime Clerk LLC, will provide a copy of the Final Order and a form of each of the notices required to be filed by the GTT Stock Procedures. Such ~~Interim~~Final Order and declarations are also available via PACER on the Court’s website at

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used in this Notice and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion and the GTT Stock Procedures, as applicable.

<https://ecf.nysb.uscourts.gov> for a fee, or by accessing the Debtors' restructuring website at  
[\[https://cases.primeclerk.com/GTT\]](https://cases.primeclerk.com/GTT).

**FAILURE TO FOLLOW THE GTT STOCK PROCEDURES SET FORTH IN THIS NOTICE SHALL CONSTITUTE A VIOLATION OF, AMONG OTHER THINGS, THE AUTOMATIC STAY IMPOSED BY BANKRUPTCY CODE SECTION 362.**

**ANY PROHIBITED PURCHASE, SALE, TRADE, OR OTHER TRANSFER OF GTT STOCK OR OPTIONS TO ACQUIRE GTT STOCK OR CLAIM OF WORTHLESSNESS WITH RESPECT TO GTT STOCK OR OPTIONS TO ACQUIRE GTT STOCK IN VIOLATION OF THE FINAL ORDER SHALL BE NULL AND VOID *AB INITIO* AND MAY BE PUNISHED BY CONTEMPT OR OTHER SANCTIONS IMPOSED BY THE COURT.**

**PLEASE TAKE FURTHER NOTICE** that the requirements set forth in this Notice are in addition to the requirements of Rule 3001(e) of the Federal Rules of Bankruptcy Procedure and applicable securities, corporate, and other laws, and do not excuse compliance therewith.

Dated: \_\_\_\_\_, 2021  
New York, New York

BY ORDER OF THE COURT



**Exhibit 1 to Notice of Final Order**

**GTT Stock Procedures**

[Filed as Exhibit 1 to Interim Order]

**Exhibit H**

**Revised Insurance Order  
[Re: Docket No. 16]**

22

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	Chapter 11
In re:	)	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-11880 ( <u>MEW</u> )
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket No. <u>—16</u></b>

**ORDER (I) AUTHORIZING DEBTORS TO  
(A) MAINTAIN, RENEW OR SUPPLEMENT THEIR  
INSURANCE AND SURETY BOND PROGRAMS AND (B) HONOR ALL  
OBLIGATIONS IN RESPECT THEREOF; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases for entry of an order (the "Order"): (i) authorizing, but not directing, the Debtors to (a) maintain, renew or supplement their existing insurance and surety bond programs on an uninterrupted basis in accordance with their prepetition practices and (b) pay all premiums, deductibles, reimbursable obligations and advances, fees and other obligations in respect thereof, including any prepetition obligations; and (ii) granting related relief, all as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and this Court having found, that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized, but not directed, to continue the Insurance Program and the Surety Bond Program (including with respect to the Insurance Policies and Surety Bonds identified in Exhibit B and Exhibit C to the Motion, respectively) in the ordinary course of business.
3. The Debtors are authorized, but not directed, to (a) pay any prepetition Insurance Obligations and Surety Bond Obligations at such time when such prepetition Insurance Obligations and Surety Bond Obligations are payable in the ordinary course of business and (b) pay postpetition Insurance Obligations and Surety Bond Obligations, including any Insurance Brokerage Fees or Surety Bond Brokerage Fees, that arise in the ordinary course of business.
4. The Debtors are authorized, but not directed, to revise, extend, supplement, replace or otherwise modify their Insurance Program and Surety Bond Program as needed, including, without limitation, through the purchase or renewal of new or existing Insurance Policies and Surety Bonds, in each case to the extent that the Debtors determine that such action is in the best interest of their estates. Within three (3) business days following any adjustment,

purchase or renewal of the Insurance Policies and Surety Bonds, the Debtors will provide counsel to any statutory committee appointed in these Chapter 11 Cases, the Ad Hoc Lender Group, the 2020 Ad Hoc Lender Group, the Administrative Agent and the Ad Hoc Noteholder Group with notice of such adjustment.

5. Nothing in the Motion or herein (a) alters or amends the terms and conditions of the Insurance Policies; (b) relieves the Debtors of any of their other Insurance Obligations; (c) creates a direct right of action against any Insurance Carrier or third party administrators where such right of action does not already exist under non-bankruptcy law; or (d) precludes or limits, in any way, the rights of any Insurance Carrier to contest and/or litigate the applicable parties' rights under the Insurance Policies.

56. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

67. Nothing contained in the Motion or this Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the

Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Order; or (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

78. Notwithstanding anything in the Motion or this Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to, the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

89. Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a)~~ and Rule 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, ~~and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are waived.~~

910. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Order.

1011. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Date: \_\_\_\_\_, 2021  
New York, New York

THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit I**

**Revised Utilities Order  
[Re: Docket No. 17]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____ )	Chapter 11
In re: )	
GTT COMMUNICATIONS, INC., <i>et al.</i> , <sup>1</sup> )	Case No. 21-11880 ( <u>MEW</u> )
Debtors. )	(Jointly Administered)
_____ )	<b>Re: Docket No. <u>—17</u></b>

**ORDER (I) APPROVING DEBTORS' PROPOSED FORM  
OF ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY  
SERVICES; (II) APPROVING ADEQUATE ASSURANCE PROCEDURES;  
(III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING  
OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an order (the "Order"): (i) determining that the Proposed Adequate Assurance provides Utility Providers with adequate assurance of payment within the meaning of Bankruptcy Code section 366; (ii) prohibiting Utility Providers from altering, refusing or discontinuing services; (iii) approving procedures for resolving any dispute concerning adequate assurance in the event that a Utility Provider is not satisfied with the Proposed Adequate Assurance; and (iv) granting related relief, all as further described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.



Motion in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and this Court having found that no other or further notice is necessary; and this Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. The Motion is granted to the extent set forth herein.

2. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in a segregated account during the pendency of these Chapter 11 Cases and to promptly replenish such account in the amount of any payment therefrom.

3. The Adequate Assurance Deposit shall be segregated from all other funds and shall be available only for the purposes set forth in this Order, and shall not be subject to any liens or security interests of any lender or any other party other than the Utility Providers.

34. The Adequate Assurance Deposit, together with the Debtors' ability to pay for future utility services in the ordinary course of business subject to the Adequate Assurance Procedures, shall constitute adequate assurance of future payment as required by Bankruptcy Code section 366. No fewer than three (3) business days prior to any adjustment to the Adequate Assurance Deposit, the Debtors will provide counsel to any statutory committee appointed in

these Chapter 11 Cases, the Ad Hoc Lender Group, the 2020 Ad Hoc Lender Group, the Administrative Agent and the Ad Hoc Noteholder Group with notice of such adjustment.

45. All Utility Providers, including Additional Utility Providers, are prohibited from (i) altering, refusing or discontinuing services on account of any unpaid prepetition charges, the commencement of these Chapter 11 Cases, or any perceived inadequacy of the Proposed Adequate Assurance and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition utility services, other than in accordance with the Adequate Assurance Procedures as hereby approved.

56. The following Adequate Assurance Procedures are hereby approved:

- (i) The Debtors will serve a copy of the Motion and this Order on each Utility Provider within three (3) business days after entry of this Order by the Court.
- (ii) The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Deposit Account within five (5) business days after entry of this Order.
- (iii) If an amount relating to utility services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Deposit Account by giving notice to: (a) GTT Communications, Inc., 7900 Tysons One Place, Suite 1450, McLean, Virginia 22102 (Attn: Douglass Maynard, Esq.); (b) proposed counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP (Attn: Philip C. Dublin, Esq., David H. Botter, Esq. and Naomi Moss, Esq.); (c) counsel for any statutory committee appointed in these Chapter 11 Cases; (d) Jones Day, counsel to KeyBank National Association, as Administrative Agent (Attn: Thomas A. Wilson, Esq.); (e) Reed Smith LLP, counsel to Wilmington Trust, National Association, as Indenture Trustee (Attn: Kurt F. Gwynne, Esq.); (f) Milbank LLP, counsel to the Ad Hoc Lender Group (Attn: Evan R. Fleck, Esq., Lauren C. Doyle, Esq. and Brian J. Zucco, Esq.); (g) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to the 2020 Ad Hoc Lender Group (Attn: Robert Britton, Esq., Karen R. Zeituni, Esq. and Joseph M. Graham, Esq.); (h) Latham & Watkins, LLP, counsel to the Ad Hoc Noteholder Group (Attn: Richard A. Levy, Esq., Ted A. Dillman, Esq. and Ebba Gebisa, Esq.); and (i) the Office of the United States Trustee for the Southern District of New York (each, an "Adequate Assurance Notice Party" and, collectively,

the “Adequate Assurance Notice Parties”). The Debtors shall honor such request by the applicable Utility Provider within ten (10) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Deposit Account, the Debtors shall replenish the Adequate Assurance Deposit Account in an amount equal to the amount disbursed.

- (iv) Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must ~~timely~~ file and serve an Additional Assurance Request on the Adequate Assurance Notice Parties.
- (v) Any Additional Assurance Request must: (a) be made in writing; (b) identify the location for which utility services are provided; (c) include information regarding any security deposits paid by the Debtors; (d) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- (vi) ~~An Additional Assurance Request must be made by no later than twenty (20) days after the entry of this Order. If a Utility Provider fails to timely file and serve an Additional Assurance Request, the Utility Provider shall be (a) deemed to have received “satisfactory” adequate assurance of payment in compliance with Bankruptcy Code section 366 and (b) forbidden from discontinuing, altering or refusing utility services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.~~
- (vii) Upon the Debtors’ receipt of an Additional Assurance Request, the Debtors shall have thirty (30) days from the receipt of the Additional Assurance Request (the “Resolution Period”) to negotiate with the Utility Provider to resolve the Utility Provider’s Additional Assurance Request.
- (viii) If the Debtors determine that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors or the Utility Provider may, during or immediately after the Resolution Period following the conclusion of negotiations and upon reasonable notice, calendar the matter (an “Additional Assurance Dispute”) and may request a hearing (a “Determination Hearing”) before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to Bankruptcy Code section 366(c)(3).

- (ix) Pending resolution of an Adequate Assurance Dispute at a Determination Hearing, the relevant Utility Provider will be prohibited from altering, refusing or discontinuing service to the Debtors on account of: (a) unpaid charges for prepetition services; (b) a pending Additional Assurance Request; or (c) any objections filed in response to the Proposed Adequate Assurance.
- (x) The Debtors may, in their discretion, resolve any Additional Assurance Dispute by mutual agreement with the relevant Utility Provider, without further notice to the Court and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment in a form and amount acceptable to the Debtors ("Additional Adequate Assurance Security"), without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Provider and without further order of the Court, reduce the Adequate Assurance Deposit by the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Provider. No fewer than three (3) Business Days prior to any adjustment to the Adequate Assurance Deposit resulting from such an Additional Assurance Dispute, the Debtors will provide counsel to any statutory committee appointed in these Chapter 11 Cases, the Ad Hoc Lender Group, the 2020 Ad Hoc Lender Group, the Administrative Agent and the Ad Hoc Noteholder Group with notice of such adjustment.
- (xi) If the Debtors identify additional Utility Providers (each, an "Additional Utility Provider" and, collectively, the "Additional Utility Providers") not included on the Utility Providers List, the Debtors shall promptly file amendments to the Utility Providers List with the Court and shall serve copies of the Motion and this Order, as applicable, on such newly identified Additional Utility Providers. The Debtors will deposit into the Adequate Assurance Deposit Account an amount equal to 50% of the average monthly expense over the preceding twelve (12) months on account of any Additional Utility Provider, and this Order shall be binding on the Additional Utility Providers regardless of when such Additional Utility Providers may be added to the Utility Providers List.
- (xii) The portion of the Adequate Assurance Deposit attributable to each Utility Provider will be released to the Debtors on the earlier of (a) the Debtors' termination of utility services from such Utility Provider, (b) the effective date of a chapter 11 plan confirmed in these Chapter 11 Cases and (c) such other date as may be agreed between the Debtors and the Utility Provider.

67. The inclusion of any entity in, or the omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is or is not a

“utility” within the meaning of Bankruptcy Code section 366, and the Debtors reserve all rights and defenses with respect thereto.

78. The Debtors are authorized to amend the Utility Providers List and update the amount in the Adequate Assurance Deposit Account in accordance with the Adequate Assurance Procedures, as necessary, and the Debtors shall file any amended Utility Providers List with the Court. The Debtors shall serve a copy of the Motion and this Order on any Additional Utility Provider. This Order shall apply to any Additional Utility Provider, regardless of when such Additional Utility Provider is added to the Utility Providers List.

89. Any Additional Utility Provider shall have the right to file and serve on the Adequate Assurance Notice Parties an Additional Assurance Request ~~within twenty (20) days after the date of service of a copy of the Motion and this Order on such Additional Utility Provider (the “Additional Utility Request Deadline”). Any such request must be actually received by the Adequate Assurance Notice Parties by the Additional Utility Request Deadline.~~

910. All Utility Providers who do not ~~make a timely~~ file and serve an Additional Assurance Request pursuant to the Adequate Assurance Procedures are deemed to consent to the Proposed Adequate Assurance and are bound by this Order.

1011. The banks and financial institutions on which checks were drawn or electronic payment requests made in respect of the relief approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors’ credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors’ designation of any particular check or electronic payment

request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

12. Nothing contained in the Motion or this Order is intended or should be construed as (a) an agreement or admission as to the validity or priority of any claim against the Debtors or their estates; (b) a waiver or impairment of the Debtors' or any appropriate party in interest's rights to dispute any claim against the Debtors on any grounds; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (d) a promise by the Debtors to pay any claim; (e) an implication or admission by the Debtors that any claim is payable pursuant to this Order; or (f) the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

13. Notwithstanding anything in the Motion or this Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any use of cash collateral by the Debtors (the "Cash Collateral Orders"). To the extent there is any inconsistency between the terms of the Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Orders shall control.

14. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall create any rights in favor of, or enhance the status of any claim held by, any party.

15. Notwithstanding the possible applicability of Bankruptcy Rules ~~6004(a)~~ and Rule 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and

enforceable upon its entry, and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are  
waived.

+516. The Debtors are authorized and empowered to take all actions necessary to  
effectuate the relief granted pursuant to this Order.

+617. This Court retains jurisdiction with respect to all matters arising from or related to  
the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Utility Providers List**

132



**UTILITY PROVIDERS LIST**

Utility Provider	Account Number(s)	Address	Service Provided	Adequate Assurance Deposit
AMERICAN ELECTRIC POWER	11205965	1 RIVERSIDE PLAZA COLUMBUS, OH, 43215-2372	ELECTRICITY	\$316
ARIZONA PUBLIC SERVICE (APS)	2625600000, 2216541000	400 NORTH 5TH STREET PHOENIX, AZ 85004	ELECTRICITY	\$3,758
AT&T	854950296, 216 589-0547 101 0, 287262736695, 312 258-0475 749 1, 144 012-7154 196, 171 785-2736 950, 305 470-3670 001 0448, 512 795-8072 015 7, 960 551-8344 555 9, 960 833-1627 555 2, 972 669-4254 470 2, 131 333-8581 581, 305 470-3670 001 0448	208 S. AKARD ST. DALLAS, TX 75202	TELECOM SERVICES	\$9,680
AT&T MOBILITY	287262736695	208 S. AKARD ST. DALLAS, TX 75202	TELECOM SERVICES	\$64
ATLANTIC BROADBAND FINANCE LLC	8282 30 403 0000754	2 BATTERY MARCH PARK, SUITE 205 QUINCY, MA 02169	TELECOM SERVICES	\$37
BALCONES RECYCLING INC.	N/A	9301 JOHNNY MORRIS ROAD AUSTIN, TX 78724	WASTE/RECYCLE	\$139
CC COMMUNICATIONS	0000784386-003, 0000886345-002, 0000887978-002, 0000887597-001	50 W. WILLIAMS AVE. FALLON, NV 89406	TELECOM SERVICES	\$809
CENTURYLINK/LEVEL 3 COMMUNICATIONS	37691585, 206-382-9970 940B, 303-757-0525 891B, 303-758-5267 934B, 303-894-8757 354B, 480-945-4569 187B, 602-258-9639 734B, 801-233-9209 889B, K-303-111-2003 715M, K-303-224-6541 771M, K-303-224-6542 773M	100 CENTURYLINK DRIVE MONROE, LA 71203	TELECOM SERVICES	\$1,572
CINCINNATI BELL TELEPHONE	6578467	221 E. 4TH STREET CINCINNATI, OH 45202	TELECOM SERVICES	\$15
CITY OF AUSTIN	02121 72224, 54590 20022	2006 EAST 4TH STREET AUSTIN, TX 78702	ELECTRICITY/WATER/WASTE	\$2,362
CITY OF PHOENIX	329681 0000	200 W. WASHINGTON	WATER/SEWER	\$659

135

Utility Provider	Account Number(s)	Address	Service Provided	Adequate Assurance Deposit
		STREET PHOENIX, AZ 85003		
COLUMBIA GAS OF PENNSYLVANIA	188094100010006	121 CHAMPION WAY CANONSBURG, PA 15317	GAS	\$6
COMCAST	8497404760708500, 8499102300446817, 8733102291268276,8773100781133539, 8773102291268276	COMCAST CENTER, 1701 JFK BOULEVARD PHILADELPHIA, PA 19103	TELECOM SERVICES	\$579
COMED	0738141234, 230166569, 3879768030, 3879771028	2 LINCOLN CENTER OAKBROOK TERRACE, IL 60181	ELECTRICITY	\$177
CONCORD TECHNOLOGIES	73177	2025 FIRST AVE, SUITE 800 SEATTLE, WA 98121	TELECOM SERVICES	\$390
COX COMMUNICATIONS	001 0101 051430801	6205-B PEACHTREE DUNWOODY ROAD NE PHOENIX, AZ 85062-8071	TELECOM SERVICES	\$606
EZ DISPOSAL SERVICE INC.	95	20 RAILROAD AVE. REVERE, MA 02151	WASTE/RECYCLE	\$78
LYNN WATER AND SEWER COMMISSION	411598	400 PARKLAND AVE LYNN, MA 01905	WATER/SEWER	\$39
NAVOPACHE ELECTRIC COOP	425107	1878 W WHITE MOUNTAIN BLVD LAKESIDE, AZ 85929	ELECTRICITY	\$21
NETXUSA INC.	304678	8 SHELTER DRIVE GREER, SC 29650	TELECOM SERVICES	\$166
NORTH CENTRAL ELECTRIC COOPERATIVE INC.	1505001602	350 STUMP PIKE RD. ATTICA, OHIO 44807-0475	ELECTRICITY	\$19
NORTH UNION TOWNSHIP MUNICIPAL	1550	7 SOUTH EVANS STATION ROAD LEMONT FURNACE, PA 15456	WATER/WASTE/SEWAGE	\$10
NTUA	60260817	INDIAN ROUTE 12 FORT DEFIANCE, AZ 86504	ELECTRICITY	\$264

Utility Provider	Account Number(s)	Address	Service Provided	Adequate Assurance Deposit
PAGE UTILITY	10.0240.02	814 AQUA AVE PAGE, AZ 86040	ELECTRICITY	\$14
PECO ENERGY COMPANY	05450-17141	2301 MARKET STREET PHILADELPHIA, PA 19103	ELECTRICITY	\$310
SOUTHWEST GAS CORPORATION	421-4101469-003	8360 S DURANGO DRIVE LAS VEGAS, NV 89113	GAS	\$37
SPECTRUM	1-2CJXA	400 ATLANTIC STREET STAMFORD, CT 06901	TELECOM SERVICES	\$318
TELEHOUSE	70350214	7 TELEPORT DRIVE STATEN ISLAND, NY 10311	TELECOM SERVICES	\$47
TEXAS DISPOSAL SYSTEMS INC.	1-145063, 1-16602	12200 CARL ROAD CREEDMOOR, TX 78610	WASTE/RECYCLE	\$212
TEXAS GAS SERVICE	910261456 1493961 91, 910261456 1538358 27	1301 S. MOPAC EXPRESSWAY SUITE 400 AUSTIN, TX 78746	GAS	\$132
UNISOURCE ENERGY SERVICES	0623828830	2901 W. SHAMRELL BLVD., SUITE 110 FLAGSTAFF, AZ 86005	ELECTRICITY	\$226
VERIZON - SGA	250-447-609-0001-87, 651-746-892-0001-75, 781 487 4650 965 001 9, 942067079-00001, 420133700-00001, 882519661-00004, 942067079-00002, 882519661-00006, 882519661-00003	1095 AVENUE OF THE AMERICAS NEW YORK, NY 10036	TELECOM SERVICES	\$5,732
WASTE MANAGEMENT OF ARIZONA INC	1-64483-75005	2625 W GRANDVIEW RD PHOENIX, AZ 85023	WASTE/RECYCLE	\$172

1/25





