

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:  
**District of New Jersey**  
 (State)

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201  
**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/22

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

1. Debtor's Name Cyxtera Technologies, Inc.

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

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

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

4. Debtor's address

	<b>Principal place of business</b>	<b>Mailing address, if different from principal place of business</b>
	<u>2333 Ponce De Leon Boulevard, Suite 900</u>	_____
	Number Street	Number Street

	<u>Coral Gables, Florida 33134</u>	P.O. Box _____
	City State Zip Code	City State Zip Code

	<b>Miami Dade County</b>	<b>Location of principal assets, if different from principal place of business</b>
	County	Number Street _____

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

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_



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

**7. Describe debtor's business**

A. *Check One:*

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

B. *Check all that apply:*

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

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

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

*Check One:*

- Chapter 7
- Chapter 9
- Chapter 11. *Check all that apply:*

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

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

Chapter 12

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

- No
- Yes.
 

District _____	When _____	Case number _____
District _____	When _____	Case number _____

If more than 2 cases, attach a separate list.

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

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

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

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

**Where is the property?**  
 Number \_\_\_\_\_ Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Is the property insured?**  
 No  
 Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

**Statistical and administrative information**

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

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

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

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

**Request for Relief, Declaration, and Signatures**

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

**17. Declaration and signature of authorized representative of debtor**

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

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

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

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

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

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

Title Chief Restructuring Officer

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

Michael Sirota  
 Printed name

Cole Schotz P.C.  
 Firm name

Court Plaza North, 25 Main Street  
 Number Street

Hackensack NJ 07601  
 City State ZIP Code

(201) 489-3000 msirota@coleschotz.com  
 Contact phone Email address

014321986 NJ  
 Bar number State

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

Check if this is an amended filing

**Rider 1**  
**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

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

Cyxtera Technologies, LLC  
Cyxtera Canada TRS, ULC  
Cyxtera Canada, LLC  
Cyxtera Communications Canada, ULC  
Cyxtera Communications, LLC  
Cyxtera Data Centers, Inc.  
Cyxtera DC Holdings, Inc.  
Cyxtera DC Parent Holdings, Inc.

Cyxtera Digital Services, LLC  
Cyxtera Employer Services, LLC  
Cyxtera Federal Group, Inc.  
Cyxtera Holdings, LLC  
Cyxtera Management, Inc.  
Cyxtera Netherlands B.V.  
Cyxtera Technologies Maryland, Inc.  
Cyxtera Technologies, Inc.



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

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

**CORPORATE OWNERSHIP STATEMENT**

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

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

**Fill in this information to identify the case:**

Debtor name Cyxtera Technologies, Inc., et al.

United States Bankruptcy Court for the: District of New Jersey (State)

Case number (if known): \_\_\_\_\_

Check if this is an amended filing

Official Form 204

**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders** 12/15

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

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

Debtor Cyxtera Technologies Inc., et al  
Name

Case number (if known) \_\_\_\_\_

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

Debtor Cyxtera Technologies Inc., et al  
Name

Case number (if known) \_\_\_\_\_

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

Debtor Cyxtera Technologies Inc., et al  
Name

Case number (if known) \_\_\_\_\_

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



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

## Official Form 202

### Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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

#### Declaration and signature

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

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

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

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

Executed on

06/04/2023  
MM/ DD/YYYY

/s/ Eric Koza

Signature of individual signing on behalf of debtor

Eric Koza

Printed name

Chief Restructuring Officer

Position or relationship to debtor

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

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

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

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

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

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

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

### **CHAPTER 11 FILING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **RETENTION OF PROFESSIONALS**

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

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

### **REAFFIRMATION OF OFFICERS**

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

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

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

### **RECEIVABLES PROGRAM TRANSACTIONS**

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

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

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

**GENERAL**

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

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

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

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

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

*[Remainder of page intentionally left blank]*

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