

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

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In re	:
	:
FUSION CONNECT, INC., et al.,	:
	:
Debtors.¹	:
	:
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**SUPPLEMENTAL NOTICE OF CURE AMOUNTS AND
ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On June 3, 2019, Fusion Connect, Inc. and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

On October 7, 2019, the Debtors filed the *Amended Disclosure Statement for Second Amended Joint Chapter 11 Plan of Fusion Connect, Inc., and its Subsidiary Debtors* (ECF No. 456) (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the *Second Amended Joint Chapter 11 Plan of Fusion Connect, Inc., and its Subsidiary Debtors* (ECF No. 455) (as may be amended, modified, or supplemented, the “**Plan**”).² A hearing to consider confirmation of the Plan is currently scheduled for **December 5, 2019 at 10:00 a.m. (prevailing Eastern Time)** before the Bankruptcy Court (the “**Confirmation Hearing**”).

On October 30, 2019, the Debtors filed the *Notice of Cure Amounts and Assumption of Executory Contracts and Unexpired Leases* (ECF No. 511) (the “**Initial Assumption Notice**”).

YOU ARE RECEIVING THIS SUPPLEMENTAL NOTICE BECAUSE YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT IS

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Fusion Connect, Inc. (2021); Fusion BCHI Acquisition LLC (7402); Fusion NBS Acquisition Corp. (4332); Fusion LLC (0994); Fusion MPHC Holding Corp. (3066); Fusion MPHC Group, Inc. (1529); Fusion Cloud Company LLC (5568); Fusion Cloud Services, LLC (3012); Fusion CB Holdings, Inc. (6526); Fusion Communications, LLC (8337); Fusion Telecom, LLC (0894); Fusion Texas Holdings, Inc. (2636); Fusion Telecom of Kansas, LLC (0075); Fusion Telecom of Oklahoma, LLC (3260); Fusion Telecom of Missouri, LLC (5329); Fusion Telecom of Texas Ltd., L.L.P. (8531); Bircan Holdings, LLC (2819); Fusion Management Services LLC (5597); and Fusion PM Holdings, Inc. (2478). The principal executive office of the Debtors is located at 210 Interstate North Parkway, Suite 300, Atlanta, Georgia 30339.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

PROPOSED TO BE ASSUMED BY THE DEBTORS, AS REORGANIZED IN ACCORDANCE WITH THE PLAN.

The Debtors' calculation of the Cure Amount with respect to executory contracts or unexpired leases that they propose to assume that were not included on the Initial Assumption Notice (the "**Assumed Contracts**") are set forth on **Exhibit A** hereto. The Cure Amounts are the only amounts proposed to be paid upon the assumption of the Assumed Contracts. The Cure Amounts set forth in **Exhibit A** represent the Debtors' calculation of Cure Amounts due in connection with the Assumed Contracts, including any amendments, supplements, extensions, or exhibits thereto.

The Debtors are also attaching as **Exhibit B** a list of contracts that were included on the Initial Assumption Notice with amended Cure Amounts. The Cure Amounts set forth in **Exhibit B** represent the Debtors' amended calculations of Cure Amounts due in connection with the Assumed Contracts, including any amendments, supplements, extensions, or exhibits thereto.

The inclusion of any contract or lease on **Exhibit A** or **Exhibit B** shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Except where specifically stated to the contrary, each Assumed Contract listed in the schedule of Assumed Contracts shall be deemed to include any amendments, addenda, exhibits, terms and conditions exhibits, schedules, statements of work, work orders, price lists and schedules and other documents pertaining to the contract (collectively, the "**Related Contractual Documentation**") and all orders, service orders, circuit orders, colocation orders, colocation requests, tenancy agreements and licenses and requests for interconnection placed by the Debtor and/or any Debtor affiliate under the contract (collectively, the "**Orders**"). Except where specifically stated to the contrary, the Cure Amount listed for an Assumed Contract is inclusive of all Cure Amounts owing under the Related Contractual Documentation and Orders related to the contract.

Notwithstanding the inclusion of any contract or lease on **Exhibit A** or **Exhibit B**, the Debtors are not obligated to assume any contract or lease identified on **Exhibit A** or **Exhibit B**. The Debtors may amend or modify **Exhibit A** and **Exhibit B** in their sole discretion until the Confirmation Hearing.

Objections

A. Cure Objections.

If you have any questions regarding this supplemental notice and/or a particular contract, please contact the Debtors' advisors at fusioncontracts@fusionconnect.com.

Any objection to the proposed assumption, including the proposed Cure Amount identified on **Exhibit A** or **Exhibit B**, or adequate assurance of future performance by the Reorganized Debtors must:

- (a) be in writing;

- (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party;
- (c) state with particularity the basis and nature of any objection;
- (d) conform to the Bankruptcy Rules and the Local Rules;
- (e) be filed with the Court together with proof of service either (i) electronically or (ii) conventionally, as noted below:
 - (i) *Electronic Filing*: The filer must be an attorney in possession of passwords and logins to both PACER and the Bankruptcy Court's Electronic Case Filing System; electronic filing must be in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>);
 - (ii) *Conventional Filing*: The filer must send the response or objection by mail, courier, or messenger to the Bankruptcy Court's clerk at the following address: United States Bankruptcy Court, One Bowling Green, New York, NY 10004; the hard copy of the response or objection should be accompanied by a CD-ROM containing the response or objection in text-searchable portable document format (PDF); and
- (f) for any objections not filed electronically, such objections must be served upon the Objection Notice Parties listed below so as to be received **no later than 4:00 p.m. (prevailing Eastern Time) on November 22, 2019 at:**
 - i. Counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Sunny Singh, Gaby Smith, and Phil DiDonato);
 - ii. William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, New York 10014 (Attn: Richard Morrissey and Susan Arbeit);
 - iii. Counsel to the First Lien Lender Group, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Damian S. Schaible and Adam L. Shpeen); and
 - iv. Cooley LLP, 55 Hudson Yards, New York, New York 1001-2157 (Attn: Cathy Hershcopf and Robert Winning).

IF A COUNTERPARTY FILES WITH THE BANKRUPTCY COURT A TIMELY CURE OBJECTION, THE DEBTORS MAY, IN THEIR SOLE DISCRETION, ADJOURN ANY SUCH CURE OBJECTION TO A DATE TO BE DETERMINED. THE DEBTORS WILL REQUEST THAT THE PROPOSED ASSUMPTION OF ANY ASSUMED CONTRACT BE EFFECTIVE UPON THE PLAN EFFECTIVE DATE

NOTWITHSTANDING ANY PENDING OBJECTION ON THE BASIS OF CURE AMOUNT.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT A TIMELY OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE ASSUMPTION, INCLUDING THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE ASSUMED CONTRACT OR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE CURE AMOUNTS SET FORTH ON EXHIBIT A HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE ASSUMED CONTRACT UNDER BANKRUPTCY CODE SECTION 365(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH ASSUMED CONTRACT AGAINST THE DEBTORS, OR THE PROPERTY OF ANY OF THEM. THE DEBTORS SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE APPLICABLE ASSUMED CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT OR ANY OTHER DOCUMENT.

Additional Information

Copies of the Disclosure Statement and the Plan may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by the Debtors' claims and noticing agent, Prime Clerk LLC, located at <https://restructuring.primeclerk.com/fusion>.

Dated November 12, 2019

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Gary T. Holtzer
Sunny Singh

*Attorneys for Debtors and
Debtors in Possession*

Exhibit A

Schedule of Assumed Contracts

Fusion Connect, Inc.
Schedule of Contract Assumptions and Cures
Balances as of June 3, 2019
(\$USD actual)

	Contract ID	Debtor	Contract Counterparty	Contract Description	Cure Amount	Notes / Related Contract ID
(1)	CONTRACT19000	Fusion Cloud Company LLC	AvePoint, Inc.	Purchase Agreement - Customer	\$0.00	
(2)	CONTRACT19017	Fusion Connect, Inc.	Combined Insurance Company of America	Group Vision Insurance Policy	\$0.00	
(3)	CONTRACT19016	Fusion Connect, Inc.	Continuon Services, LLC	Master Services Agreement	\$0.00	
(4)	CONTRACT21000	Fusion Connect, Inc.	Convey Services	Service Agreement - Customer	\$0.00	
(5)	CONTRACT19022	Fusion LLC	Cox Communications	Master Service Agreement - Customer	\$0.00	See cure amount associated with CONTRACT1043.
(6)	CONTRACT19023	Fusion LLC	Cox Communications	2nd Amendment to Master Service Agreement - Customer	\$0.00	See cure amount associated with CONTRACT1043.
(7)	CONTRACT19003	Fusion Cloud Company LLC	Internet Creations	Purchase Agreement - Customer	\$0.00	
(8)	CONTRACT19004	Fusion Cloud Company LLC	Internet Creations	Purchase Agreement - Customer	\$0.00	
(9)	CONTRACT19005	Fusion Cloud Company LLC	Internet Creations	Purchase Agreement - Customer	\$0.00	
(10)	CONTRACT19006	Fusion Cloud Company LLC	Internet Creations	Purchase Agreement - Customer	\$0.00	
(11)	CONTRACT19007	Fusion Cloud Company LLC	Internet Creations	Purchase Agreement - Customer	\$0.00	
(12)	CONTRACT19008	Fusion Connect, Inc.	Internet Creations	Purchase Agreement - Customer	\$0.00	
(13)	CONTRACT21001	Fusion Connect, Inc.	Kevin Parker Chiles	Statement of Work - Customer	\$0.00	
(14)	CONTRACT19011	Fusion Connect, Inc.	Liberty Life Assurance Company of Boston	Leave Services Agreement	\$0.00	
(15)	CONTRACT19013	Fusion Connect, Inc.	Liberty Life Assurance Company of Boston	Group Disability Income Policy	\$0.00	
(16)	CONTRACT19014	Fusion Connect, Inc.	Liberty Life Assurance Company of Boston	Group Life Insurance Policy	\$0.00	
(17)	CONTRACT21003	Fusion LLC	Market Halsey Urban Renewal, LLC	Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(18)	CONTRACT21004	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(19)	CONTRACT21005	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(20)	CONTRACT21006	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(21)	CONTRACT21007	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(22)	CONTRACT21008	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(23)	CONTRACT21009	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.

Fusion Connect, Inc.
Schedule of Contract Assumptions and Cures
Balances as of June 3, 2019
(\$USD actual)

	Contract ID	Debtor	Contract Counterparty	Contract Description	Cure Amount	Notes / Related Contract ID
(24)	CONTRACT21010	Fusion LLC	Market Halsey Urban Renewal, LLC	Amendment to Colocation/Data Center Lease	\$0.00	See cure amount associated with CONTRACT6834.
(25)	CONTRACT19019	Fusion Cloud Services, LLC	Massmutual	Administrative Services Agreement	\$0.00	
(26)	CONTRACT19018	Fusion Cloud Services, LLC	The Guardian Life Insurance Company of America	Group Dental Insurance Policy	\$0.00	
(27)	CONTRACT19009	Fusion Cloud Company LLC	Transon Media LLC dba Victorious	Master Service Agreement - Customer	\$5,166.67	
(28)	CONTRACT19010	Fusion Cloud Company LLC	Transon Media LLC dba Victorious	Service Agreement - Customer	\$0.00	See cure amount associated with CONTRACT19010.
(29)	CONTRACT19001	Fusion Cloud Company LLC	TrustPilot, Inc.	Service Subscription Agreement - Customer	\$2,975.00	
(30)	CONTRACT19020	Fusion Communications, LLC	United Healthcare Services, Inc.	Administrative Services Agreement	\$0.00	
(31)	CONTRACT19002	Fusion Connect, Inc.	Vaco Atlanta LLC	Client Services Agreement - Customer	\$0.00	
(32)	CONTRACT21002	Fusion Connect, Inc.	ZoomInfo	Service Agreement - Customer	\$0.00	

Exhibit B

Schedule of Contracts with Amended Cure Amounts

Fusion Connect, Inc.
Schedule of Contract Assumptions and Cures
Balances as of June 3, 2019
(\$USD actual)

	Contract ID	Debtor	Contract Counterparty	Contract Description	Previous Cure Amount	Amended Cure Amount	Notes / Related Contract ID
(1)	CONTRACT1043	Fusion Cloud Company LLC	Cox Communications	Service Agreement - Service Broker	\$25,246.55	\$50,493.00	Cure amount as agreed between parties November 2019.
(2)	CONTRACT331	Fusion Cloud Company LLC	Serena Software, Inc.	Purchase Authorization Letter	\$26,312.40	\$30,955.77	Cure amount as agreed between parties November 2019.
(3)	CONTRACT1623	Fusion Cloud Company LLC	VeloCloud Networks, Inc.	Vendor Contracts - Customer	\$114,011.91	\$48,898.00	Cure amount as agreed between parties November 2019.
(4)	CONTRACT383	Fusion Cloud Services, LLC	Workday, Inc.	Service Agreement - Customer	\$14,032.44	\$17,558.75	Cure amount as agreed between parties November 2019.
(5)	CONTRACT599	Fusion Cloud Services, LLC	Xcast Labs, Inc.	Software License Agreement	\$0.00	\$7,324.88	Cure amount as agreed between parties November 2019.