

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

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: **Chapter 11**
: **Case No. 19-11811 (SMB)**
: **(Jointly Administered)**
: **Debtors.¹**
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**SUPPLEMENTAL NOTICE
OF CURE AMOUNTS AND ASSUMPTION OR REJECTION
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF DEBTORS**

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 17, 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**”).

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.

On November 12, 2019, the Debtors filed the *Supplemental Notice of Cure Amounts and Assumption of Executory Contracts and Unexpired Leases* (ECF No. 567) (the “**Supplemental Assumption Notice**”).

On November 22, 2019, the Debtors filed the *Notice of Cure Amounts and Assumption or Rejection of Executory Contracts and Unexpired Leases of Debtors* (ECF No. 614) (the “**Second Supplemental Assumption Notice**,” and, together with the Supplemental Assumption Notice and Supplemental Assumption Notice, the “**Assumption Notices**”).

YOU ARE RECEIVING THIS NOTICE BECAUSE (I) YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT IS PROPOSED TO BE ASSUMED BY THE DEBTORS, AS REORGANIZED IN ACCORDANCE WITH THE PLAN, AND NOT INCLUDED ON THE ASSUMPTION NOTICES (THE “ASSUMED CONTRACTS”), (II) YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WAS PREVIOUSLY LISTED FOR ASSUMPTION ON THE ASSUMPTION NOTICES, WHICH IS NOW PROPOSED TO BE REJECTED BY THE DEBTORS, AS REORGANIZED IN ACCORDANCE WITH THE PLAN (THE “REJECTED CONTRACTS”), OR (III) YOUR CONTRACT WAS PREVIOUSLY INCLUDED IN THE ASSUMPTION NOTICES, AND THE DEBTORS HAVE AMENDED THE CURE AMOUNT ASSOCIATED WITH SUCH CONTRACT(S).

A schedule of the Assumed Contracts is attached hereto as **Schedule 1** (the “**Assumed Contracts Schedule**”). A schedule of the Rejected Contracts is attached hereto as **Schedule 2** (the “**Rejected Contracts Schedule**”). The Debtors are also attaching as **Schedule 3** a list of contracts that were included on the Assumption Notices with amended Cure Amounts (the “**Amended Cure Schedule**” and together with the Assumed Contracts Schedule, and the Rejected Contracts Schedule, the “**Schedules**”). The Cure Amounts set forth in **Schedule 3** represent the Debtors’ amended calculations of Cure Amounts due in connection with the certain contracts previously included on the Assumption Notices, including any amendments, supplements, extensions, or exhibits thereto.

The Debtors’ calculation of the Cure Amount with respect to the Assumed Contracts are set forth on **Schedule 1** 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 **Schedule 1** represent the Debtors’ calculation of Cure Amounts due in connection with the Assumed Contracts, including any amendments, supplements, extensions, or exhibits thereto.

The Debtors may amend the Schedules to add any Contracts thereto or remove any Contract therefrom until the Confirmation Hearing (as defined herein). For the avoidance of doubt, pursuant to section 8.1 of the Plan, any Contract that is not identified on the Assumed Contracts Schedule is deemed to be rejected by the Debtors, including those contracts identified in the Rejected Contracts Schedule.

The inclusion of any contract or lease in the Schedules 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 executory contract or unexpired lease listed in the Schedules 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 **Schedule 1** or **Schedule 3**, the Debtors are not obligated to assume any contract or lease identified on **Schedule 1** or **Schedule 3**. The Debtors may amend or modify the Schedules 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 **Schedule 1** or **Schedule 3**, adequate assurance of future performance by the Reorganized Debtors, or rejection of such party’s Rejected Contract 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 December 23, 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 Assumption Notices, 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 December 12, 2019

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
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New York, New York 10153
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Gary T. Holtzer
Sunny Singh

*Attorneys for Debtors and
Debtors in Possession*

Schedule 1

Schedule of Assumed Contracts

Fusion Connect, Inc.

Schedule of Contract Assumptions and Cures – Additions to 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)	CONTRACT19111	Fusion LLC	Broadsoft	License Agreement - Customer, as amended December 2019	\$0.00	See cure amount associated with CONTRACT824.
(2)	CONTRACT19112	Fusion LLC	Broadsoft	License Agreement - Customer, as amended December 2019	\$0.00	See cure amount associated with CONTRACT824.
(3)	CONTRACT19405	Fusion Cloud Services, LLC	Edgewater Networks, Inc.	Master Purchase Agreement dated January 30, 2018	\$0.00	See cure amount associated with CONTRACT1465.
(4)	CONTRACT19406	Fusion Cloud Company LLC	Edgewater Networks, Inc.	Professional Services Agreement dated March 12, 2014 (agreement #C107)	\$0.00	See cure amount associated with CONTRACT1465.
(5)	CONTRACT19407	Fusion Cloud Company LLC	Edgewater Networks, Inc.	Corporate Procurement Agreement dated December 23, 2009	\$0.00	See cure amount associated with CONTRACT1465.
(6)	CONTRACT19408	Fusion Communications, LLC	Edgewater Networks, Inc.	Field Trial Agreement dated 2-14-2014	\$0.00	See cure amount associated with CONTRACT1465.
(7)	CONTRACT19409	Fusion Cloud Company LLC	Edgewater Networks, Inc.	Assignment and Assumption Agreement between Speakeasy, Inc, Megapath Corporation, GTT Corporation and Edgewater Networks, Inc. dated September 4, 2015	\$0.00	See cure amount associated with CONTRACT1465.
(8)	CONTRACT19410	Fusion MPHC Group, Inc.	Edgewater Networks, Inc.	Reseller Agreement dated 2/14/05	\$0.00	See cure amount associated with CONTRACT1465.
(9)	CONTRACT19411	Fusion Cloud Services, LLC	Edgewater Networks, Inc.	Purchase Order 77709 dated 10/24/18	\$0.00	See cure amount associated with CONTRACT1465.
(10)	CONTRACT19500	Fusion Connect, Inc.	NEC Financial Services	Schedule A to Lease account 101-87759 Schedule No. 011	\$0.00	See cure amount associated with CONTRACT1116.
(11)	CONTRACT19402	Fusion Connect, Inc.	Ribbon Communications Operating Company LLC	Purchase Order 79649 dated August 26, 2019 ref Ribbon quote RQ-0024373	\$0.00	See cure amount associated with CONTRACT1465.
(12)	CONTRACT19400	Fusion Connect, Inc.	Ribbon Communications Operating Company LLC fka GENBAND US LLC	Purchase Order PO-78140	\$0.00	See cure amount associated with CONTRACT1465.
(13)	CONTRACT19401	Fusion Connect, Inc.	Ribbon Operating Company LLC	Maintenance Service Quote RQ-0024262 dated August 16, 2019	\$0.00	See cure amount associated with CONTRACT1465.
(14)	CONTRACT19403	Fusion LLC	Sonus Networks, Inc.	Standard Purchase and License Terms dated April 29, 2014	\$0.00	See cure amount associated with CONTRACT1465.
(15)	CONTRACT19404	Fusion Connect, Inc.	Sonus Networks, Inc.	Adoption Agreement dated March 23, 2015	\$0.00	See cure amount associated with CONTRACT1465.

Schedule 2

Schedule of Rejected Contracts

Fusion Connect, Inc.**Schedule of Contract Assumptions and Cures – Removals from 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)	CONTRACT6850	Fusion Connect, Inc.	Sonus Networks, Inc.	Schedule A to Lease account 101-87759 schedule no. 011	\$0.00	See cure amount associated with CONTRACT1497.
(2)	CONTRACT17001	Fusion Cloud Company LLC	Telcordia Technologies, Inc. dba iconectiv	License Agreement - Customer	\$1,120.98	
(3)	CONTRACT1528	Fusion Cloud Company LLC	Telx	License agreement - licensee	\$0.00	

Schedule 3

Schedule of Contracts with Amended Cure Amounts

Fusion Connect, Inc.

Schedule of Contract Assumptions and Cures – Amendments to Existing Line Items

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)	CONTRACT824	Fusion Cloud Company LLC	Broadsoft	License Agreement - Customer, as amended December 2019	\$0.00	\$816,433.87	Cure amount as agreed between parties December 2019.
(2)	CONTRACT831	Fusion Communications, LLC	Broadsoft	License Agreement - Customer, as amended December 2019	\$0.00	\$0.00	See cure amount associated with CONTRACT824.
(3)	CONTRACT1465	Fusion Cloud Company LLC	Ribbon	Master Purchase Agreement - Customer	\$15,369.86	\$50,000.00	Cure amount as agreed between parties December 2019.
(4)	CONTRACT1466	Fusion Cloud Company LLC	Ribbon Communications Operating Company LLC fka GENBAND US LLC	Master Purchase Agreement dated 10-2-14	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(5)	CONTRACT1467	Fusion Cloud Company LLC	Ribbon Communications Operating Company LLC fka GENBAND US LLC	Master Purchase Agreement dated 10-2-14	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(6)	CONTRACT1468	Fusion Cloud Company LLC	Ribbon Communications Operating Company LLC fka GENBAND US LLC	Master Purchase Agreement dated 10-2-14	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(7)	CONTRACT1469	Fusion Cloud Company LLC	Ribbon Communications Operating Company LLC fka GENBAND US LLC	Master Purchase Agreement dated 10-2-14	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(8)	CONTRACT1497	Fusion Communications, LLC	Ribbon Communications Operating Company LLC fka Sonus Networks, Inc.	Standard Purchase and License Terms dated 6/28/2010 and Attachment A Pricing for Initial Order	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(9)	CONTRACT1498	Fusion LLC	Ribbon Communications Operating Company LLC fka Sonus Networks, Inc.	Standard Purchase and License Terms dated 4/28/14 and Attachment B Third-Party Software Licensing Terms	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(10)	CONTRACT1499	Fusion LLC	Ribbon Communications Operating Company LLC fka Sonus Networks, Inc.	Standard Purchase and License Terms dated 4/28/14	\$0.00	\$0.00	See cure amount associated with CONTRACT1465.
(11)	CONTRACT1535	Fusion LLC	Telx	Interconnection Vendor Contract - Contractee	\$15,114.65	\$7,557.33	Cure amount as agreed between parties November 2019.
(12)	CONTRACT1531	Fusion Communications, LLC	Telx	Vendor Contract - Contractee	\$38,815.20	\$19,407.60	Cure amount as agreed between parties November 2019.