

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

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In re	: Chapter 11
FUSION CONNECT, INC., et al.,	: Case No. 19-11811 (SMB)
Debtors.¹	: (Jointly Administered)
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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). On November 8, 2019, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Fusion Connect, Inc., and Its Subsidiary Debtors* (ECF No. 557) (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**”).

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 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**”).

On October 30, 2019, the Debtors filed the *Notice of Debtors’ Assumption of Customer Contracts* (ECF No. 512) (the “**Customer Contract Assumption Notice**”).

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**”).

On December 12, 2019, the Debtors filed the *Supplemental Notice of Cure Amounts and Assumption or Rejection of Executory Contracts and Unexpired Leases of Debtors* (ECF No. 657) (the “**Third Supplemental Assumption Notice**,” and, together with the Initial Assumption Notice, the Supplemental Assumption Notice, and the Second 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) YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WAS PREVIOUSLY LISTED FOR ASSUMPTION ON THE CUSTOMER CONTRACT ASSUMPTION NOTICE, WHICH IS NOW PROPOSED TO BE REJECTED BY THE DEBTORS, AS REORGANIZED IN ACCORDANCE WITH THE PLAN (THE “REJECTED CUSTOMER CONTRACTS”).

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**”). A schedule of the Rejected Customer Contracts is attached hereto as **Schedule 3** (the “**Rejected Customer Contracts Schedule**” and together with the Assumed Contract Schedule and the Rejected Contract Schedule, the “**Schedules**”).

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**, the Debtors are not obligated to assume any contract or lease identified on **Schedule 1**. 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**, 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 26, 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 16, 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*

Schedule 1

Assumed Contracts Schedule

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)	CONTRACT24000	Fusion Cloud Company LLC	Acme Packet, Inc.	End User License Agreement Dated February 24, 2006 (Oracle Contract Number US-ACME-EULA-134008)	\$0.00	
(2)	CONTRACT19104	Fusion Telecom LLC	Acme Packet, Inc.	End Use License Agreement dated December 28, 2012	\$0.00	
(3)	CONTRACT25000	Fusion Communications, LLC	FiberLight	Services Agreement - Customer	\$0.00	
(4)	CONTRACT25001	Fusion LLC	FiberLight	Terms and Conditions - Customer	\$0.00	
(5)	CONTRACT19100	Fusion Cloud Company LLC	Oracle America Inc.	Technical Support Service Renewal Order 10213956 dated 9-May-19	\$21,869.51	Cure amount as agreed between parties December 2019.
(6)	CONTRACT19101	Fusion Cloud Company LLC	Oracle America Inc.	Technical Support Service Renewal Order 10213957 dated 9-May-19	\$0.00	
(7)	CONTRACT19102	Fusion Cloud Company LLC	Oracle America Inc.	Technical Support Service Renewal Order 10213958 dated 9-May-19	\$21,869.51	Cure amount as agreed between parties December 2019.
(8)	CONTRACT19105	Fusion Cloud Company LLC	Oracle America Inc.	Assignment and Certification of Non-Possession dated 7/15/16	\$0.00	
(9)	CONTRACT24002	Fusion Cloud Company LLC	Oracle America Inc.	Oracle Master Agreement Amendment One Dated December 9, 2015 and Schedules General Terms, H, P and S (Order Number US-OMA-538197)	\$0.00	
(10)	CONTRACT24003	Fusion Cloud Company LLC	Oracle America Inc.	Software Update License and Support Order 5107703 (invoice 44558773)	\$20,557.35	Cure amount as agreed between parties December 2019.
(11)	CONTRACT24001	Fusion Connect, Inc.	Oracle America Inc.	Technical Support Services Renewal Order APKT-25983 (3-Jul-19 to 2-Jul-20)	\$0.00	
(12)	CONTRACT19106	Fusion MPHC Group, Inc.	Oracle America Inc.	Assignment and Certification of Non-Possession dated April 28, 2011	\$0.00	

Schedule 2

Rejected Contracts Schedule

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)	CONTRACT395	Fusion Communications, LLC	Acme Packet, Inc.	End User License Agreement 9/5/2006	\$0.00	
(2)	CONTRACT1059	Fusion Communications, LLC	Crown Castle	Lease Agreement - Lessee	\$0.00	
(3)	CONTRACT1060	Fusion Communications, LLC	Crown Castle	Agreement - Customer	\$0.00	
(4)	CONTRACT1072	Fusion LLC	Crown Castle	Terms and Conditions - Customer	\$0.00	
(5)	CONTRACT205	Fusion Cloud Services, LLC	GTP Structures I LLC	Lease: Building and/or Land	\$0.00	
(6)	CONTRACT206	Fusion Cloud Services, LLC	GTP Structures I LLC	Lease: Building and/or Land	\$0.00	
(7)	CONTRACT1414	Fusion Communications, LLC	Oracle	Oracle License and Services Agreement effective May 12, 2006	\$0.00	See cure amount associated with CONTRACT1416.
(8)	CONTRACT1415	Fusion Communications, LLC	Oracle	Fastforward Online Fixed-Price Engagement Contract (2000)	\$0.00	See cure amount associated with CONTRACT1416.
(9)	CONTRACT1416	Fusion Communications, LLC	Oracle	Oracle Master Agreement with Schedules effective date 2/24/14	\$873.48	
(10)	CONTRACT6845	Fusion LLC	Oracle	Ordering Document for Cloud Services Renewal/Extension 1- Jun-16 to 31-May-17 dated 3/9/2016	\$0.00	See cure amount associated with CONTRACT1415.
(11)	CONTRACT517	Fusion Communications, LLC	Tekelec Corp.	Tekelec Master Agreement effective May 14, 2010	\$0.00	

Schedule 3

Rejected Customer Contracts Schedule

Fusion Connect, Inc.

Schedule of Contract Assumptions and Cures – Additions to Schedule B – Rejected Customer Contracts

Balances as of June 3, 2019

(\$USD actual)

	Contract ID	Debtor	Contract Counterparty	Contract Description	Cure Amount	Notes / Related Contract ID
(1)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	BanCorp Bank	Hardware and Software Service Agreement (BanCorp)	\$0.00	
(2)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Bronx Lebanon Hospital	Hardware and Software Service Agreement (Bronx Lebanon Hospital)	\$0.00	
(3)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Cobb Electric Membership Corporation	Hardware and Software Service Agreement (Cobb EMC)	\$0.00	
(4)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	County of Palm Beach	Hardware and Software Service Agreement (Palm Beach County)	\$0.00	
(5)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	County of Santa Barbara	Hardware and Software Service Agreement (Santa Barbara County)	\$0.00	
(6)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Eldorado Resorts, Inc	P.O. P0010937	\$0.00	
(7)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Elmhurst Hospital	Hardware and Software Service Agreement (Elmhurst Hospital)	\$0.00	
(8)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Glendale Power	P.O. #4500130148 dated 2-28-19	\$0.00	
(9)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Gouverneur Hospital	Hardware and Software Service Agreement (Gouverneur Hospital)	\$0.00	
(10)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Hard Rock Hotel (Seminole)	Hardware and Software Service Agreement (Hard Rock Seminole)	\$0.00	
(11)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Harlem Hospital	Hardware and Software Service Agreement (Harlem Hospital)	\$0.00	
(12)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Kings County Hospital	Hardware and Software Service Agreement (Kings County Hospital)	\$0.00	
(13)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Los Angeles County	Hardware and Software Service Agreement (Los Angeles County)	\$0.00	
(14)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Northern Natural Gas Company	Hardware and Software Service Agreement (Northern Natural Gas)	\$0.00	
(15)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Northwest Administrators, Inc.	Hardware and Software Service Agreement (Northwest Administrators)	\$0.00	

Fusion Connect, Inc.
Schedule of Contract Assumptions and Cures – Additions to Schedule B – Rejected Customer Contracts
Balances as of June 3, 2019
(\$USD actual)

	Contract ID	Debtor	Contract Counterparty	Contract Description	Cure Amount	Notes / Related Contract ID
(16)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Placer County	Hardware and Software Service Agreement (Placer County)	\$0.00	
(17)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Princeton Medical Center	Hardware and Software Service Agreement (Princeton Medical Center)	\$0.00	
(18)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	RWJ Barnabus Health	Hardware and Software Service Agreement (RWJ Barnabus)	\$0.00	
(19)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Shands Corporate	Hardware and Software Service Agreement (Shands)	\$0.00	
(20)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	Susquehanna Health	Hardware and Software Service Agreement (Susquehanna Health)	\$0.00	
(21)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	TaylorMade Golf Company, Inc.	Hardware and Software Service Agreement (Taylor Made)	\$0.00	
(22)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	University of New Mexico	Hardware and Software Service Agreement (University of New Mexico)	\$0.00	
(23)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	US Department of Veterans Affairs (James J. Peterson VA Medical Center)	Hardware and Software Service Agreement (VA Peterson)	\$0.00	
(24)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	US Department of Veterans Affairs (Northport)	Hardware and Software Service Agreement (VA Northport)	\$0.00	
(25)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	US Department of Veterans Affairs (Palm Beach)	Hardware and Software Service Agreement (VA Palm Beach)	\$0.00	
(26)	N/A	Fusion LLC successor-in-interest to Network Billing Systems LLC	West Safety Services	Hardware and Software Service Agreement (West Safety)	\$0.00	