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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	)	Chapter 11
In re:	)	
	)	Case No. 21-11880 ( )
GTT COMMUNICATIONS, INC., *et al.*,[1]	)	
	)	(Joint Administration Requested)
Debtors.	)	
	)	

JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF GTT COMMUNICATIONS, INC. AND ITS DEBTOR AFFILIATES

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: GTT Communications, Inc. (6338); Communication Decisions - SNVC, LLC (6338); Core180, LLC (6338); Electra Ltd. (6338); GC Pivotal, LLC (6227); GTT Americas, LLC (1133); GTT Global Telecom Government Services, LLC (6338); GTT RemainCo, LLC (0472); GTT Apollo Holdings, LLC (2300); and GTT Apollo, LLC (8127). The service address for the Debtors is 7900 Tysons One Place, Suite 1450, McLean, VA 22102.

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INTRODUCTION

Each of GTT Communications, Inc., Communication Decisions - SNVC, LLC, Core180, LLC, Electra Ltd., GC Pivotal, LLC, GTT Americas, LLC, GTT Global Telecom Government Services, LLC, GTT RemainCo, LLC, GTT Apollo Holdings, LLC and GTT Apollo, LLC (each, a "Debtor" and, collectively, the "Debtors") jointly propose this prepackaged chapter 11 plan of reorganization (the "Plan") pursuant to section 1121(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as may be amended from time to time, the "Bankruptcy Code") for the resolution of outstanding claims against, and interests in, the Debtors. Although proposed jointly for administrative purposes, the Plan constitutes a separate plan of reorganization for each of the Debtors and each Debtor is a proponent of the Plan within the meaning of Bankruptcy Code section 1129.

Reference is made to the accompanying *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of GTT Communications, Inc. and its Debtor Affiliates* (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement") for a discussion of the Debtors' history, businesses, properties and operations, projections, risk factors, a summary and analysis of the Plan and the transactions contemplated thereby and certain related matters.

ALL HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND OTHER REFERENCES

1.1 Defined Terms

1. "***2018 Credit Facility Claims***" means the 2020 EMEA Term Loan Claims, the U.S. Secured Claims and the Original EMEA Term Loan Claims.

2. "***2020 Ad Hoc Lender Group***" means the ad hoc group of certain Consenting 2020 EMEA Term Loan Lenders represented by Paul Weiss.

3. "***2020 Ad Hoc Lender Group Advisors***" means Paul Weiss, as counsel to the 2020 Ad Hoc Lender Group and any local counsels for the 2020 Ad Hoc Lender Group retained, if any, as may be mutually agreed to by the 2020 Ad Hoc Lender Group and the Debtors.

4. "***2020 EMEA Cash Turnover Amount***" means the $2.4 million in Cash of the I Squared Infrastructure Sale Proceeds that was paid to the Administrative Agent prior to the Petition Date, which Cash was distributed to the 2020 EMEA Cash Turnover Recipients on or about the date on which the I Squared Infrastructure Sale Proceeds were distributed in accordance with the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment and which remains subject to the disgorgement provisions in the Restructuring Term Sheet.

5. "***2020 EMEA Cash Turnover Recipients***" means the Holders of 2020 EMEA Term Loan Claims that executed the Restructuring Support Agreement and the Credit Agreement Forbearance and Consent within three (3) Business Days of the Restructuring Support Agreement Effective Date.

6. "***2020 EMEA Opt Out***" has the meaning ascribed to it in Section 6.4(a) hereof.

7. "***2020 EMEA Settlement Turnover***" means the reallocation on a *pro rata* basis of the 2020 EMEA Cash Turnover Amount otherwise distributable to the Holders of U.S. Secured Claims and Original EMEA Term Loan Claims as Holders of Class 3 2018 Credit Facility Claims in accordance with Section 3.2 of the Plan to the 2020

EMEA Cash Turnover Recipients in accordance with, and subject to the terms (including the disgorgement provisions) of, the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment.

8. "***2020 EMEA Term Loan Claim***" means any Claim for principal, plus unpaid interest (including default interest from the Petition Date to the Effective Date), fees, premiums, including the Prepayment Premium (as defined in the Credit Agreement) and all other obligations, amounts and expenses arising under or in connection with the Credit Agreement held by the 2020 EMEA Term Loan Lenders.

9. "***2020 EMEA Term Loan Lenders***" means the lenders party to the Credit Agreement who have extended the 2020 EMEA Term Loans to the EMEA Borrower and hold the 2020 EMEA Term Loan Claims.

10. "***2020 EMEA Term Loans***" means any term loans extended to the EMEA Borrower pursuant to that certain Amendment No. 2 to Credit Agreement, dated as of February 28, 2020, by and among the Parent, the EMEA Borrower, the lenders party thereto and the Administrative Agent; *provided* that, for the avoidance of doubt, the 2020 EMEA Term Loans shall not include the Original EMEA Term Loans.

11. "***Accrued Professional Compensation***" means, at any date, all accrued fees and reimbursable expenses (including success or similar fees) for services rendered by Retained Professionals in the Chapter 11 Cases through and including such date, to the extent that such fees and expenses have not been previously paid and regardless of whether a fee application has been filed for such fees and expenses. To the extent that there is a Final Order denying some or all of a Retained Professional's fees or expenses, such denied amounts shall no longer be considered Accrued Professional Compensation.

12. "***Ad Hoc Lender Group***" means the ad hoc group of certain Consenting Term Loan Lenders represented by Milbank and Houlihan Lokey.

13. "***Ad Hoc Lender Group Advisors***" means Milbank, Houlihan Lokey, any local counsels and a board search consultant retained on market terms reasonably acceptable to the Ad Hoc Lender Group and the Debtors, and any other attorneys, accountants, other professionals, advisors and consultants for the Ad Hoc Lender Group, if any, as may be mutually agreed to by the Ad Hoc Lender Group and the Debtors.

14. "***Ad Hoc Noteholder Group***" means the ad hoc group of certain Consenting Noteholders represented by Latham and Centerview.

15. "***Ad Hoc Noteholder Group Advisors***" means Latham, Centerview, any local counsels for the Ad Hoc Noteholder Group and any other attorneys, accountants, other professionals, advisors and consultants for the Ad Hoc Noteholder Group, if any, as may be mutually agreed to by the Ad Hoc Noteholder Group and the Debtors.

16. "***Administrative Agent***" means KeyBank National Association, in its capacity as administrative agent under the Credit Agreement.

17. "***Administrative Expense Claim***" means a Claim entitled to priority under Bankruptcy Code sections 503(b), 507(a)(2), 507(b) or 1114(e)(2), including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the Debtors' businesses incurred on or after the Petition Date until and including the Effective Date; (b) Professional Fee Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) Restructuring Expenses (as defined in the Restructuring Support Agreement); and (e) Adequate Protection Claims (as defined in the Restructuring Term Sheet).

18. "***Affiliate***" has the meaning set forth in Bankruptcy Code section 101(2).

19. "***Allowed***" means, with respect to any Claim or Interest: (a) a Claim or Interest as to which no objection has been Filed (or if Filed, has been determined in favor of the Holder of the Claim or Interest by a Final Order) and that is evidenced by a Proof of Claim or Proof of Interest, as applicable, timely Filed within the applicable period of time fixed by the Plan or applicable Law or that is not required to be evidenced by a Filed Proof of Claim or Proof of Interest, as applicable, under the Plan, the Bankruptcy Code or a Final Order; (b) to the extent the Debtors

File Schedules, a Claim or Interest that is identified in the Schedules as being neither disputed, contingent nor unliquidated and as for which no Proof of Claim or Proof of Interest, as applicable, is timely Filed; or (c) a Claim or Interest that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court or (iii) pursuant to any contract, instrument, indenture or other agreement entered into or assumed in connection herewith. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to Bankruptcy Code section 502(d) shall be deemed Allowed unless and until such Entity pays in full the amount that is owed to the applicable Debtor or Reorganized Debtor.

20. "***Antitrust Laws***" means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (each as amended and together with the rules and regulations promulgated thereunder) and all other federal, state and foreign Laws in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

21. "***Antitrust/FDI Approvals***" means the consents, clearances, approvals, permissions, licenses, variances, exemptions, authorizations, acknowledgements, permits, non-actions, consents and waivers required to be obtained from, and all registrations, applications, notices and filings required to be made with or provided to, any Antitrust/FDI Authority in connection with the implementation of the Plan.

22. "***Antitrust/FDI Authority***" means any supranational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, with jurisdiction or responsibility for enforcing Antitrust Laws and/or Foreign Investment Laws.

23. "***Avoidance Actions***" means any and all avoidance, recovery, subordination or other Claims, actions or remedies that may be brought by or on behalf of the Debtors, the Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including actions or remedies under Bankruptcy Code sections 502, 510, 542, 544, 545, 547 through and including 553 and 724(a) or under similar or related state or federal statutes and common Law, including fraudulent transfer Laws.

24. "***Ballot***" means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures set forth in the Solicitation Materials.

25. "***Bankruptcy Code***" has the meaning set forth in the Introduction.

26. "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of New York or such other court having jurisdiction over the Chapter 11 Cases.

27. "***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local and chambers rules of the Bankruptcy Court.

28. "***Board of Directors***" means with respect to any Debtor or Reorganized Debtor, its board of directors, board of managers, managing member, general partner or other governing body constituted pursuant to its governing documents.

29. "***Business Day***" means any day, other than a Saturday, Sunday or legal holiday in New York, as defined in Bankruptcy Rule 9006(a).

30. "***Buyer***" means Cube Telecom Europe Bidco Limited.

31. "***CAM Agreement***" means that certain Collection Allocation Mechanism Agreement, dated as of May 31, 2018 (as amended, restated, waived, supplemented, replaced or otherwise modified from time to time in

accordance with its terms, including by the CAM Amendment), by and among the Administrative Agent and the lenders from time to time party to the Credit Agreement.

32. "***CAM Amendment***" means the Second Amendment to CAM Agreement, dated as of September 1, 2021 (as amended, restated, waived, supplemented or otherwise modified from time to time in accordance with its terms).

33. "***Cash***" means the legal tender of the United States of America or the European Economic and Monetary Union, including bank deposits and checks.

34. "***Cash Collateral Orders***" means the Interim Cash Collateral Order and the Final Cash Collateral Order (each as defined in the Restructuring Support Agreement), including any exhibits and annexes attached thereto, entered by the Bankruptcy Court approving, among other things, the Debtors' use of cash collateral on a consensual basis and all parties' rights with respect thereto.

35. "***Causes of Action***" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties and franchises of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, Disputed or undisputed, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, Law, equity or otherwise including: (a) all rights of setoff, counterclaim or recoupment and claims under contracts or for breaches of duties imposed by Law; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of contract, breach of fiduciary duty, violation of local, state, federal or foreign Law, or breach of any duty imposed by Law or in equity, including securities Laws, negligence and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to Bankruptcy Code sections 362, 510, 542, 543, 544 through 550 or 553; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Bankruptcy Code section 558.

36. "***Centerview***" means Centerview Partners LLC, as financial advisor to the Ad Hoc Noteholder Group.

37. "***Certificate***" means any instrument evidencing a Claim or an Interest.

38. "***Chapter 11 Cases***" means (a) when used in reference to a particular Debtor or Debtors, the case or cases filed for that Debtor or Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for each of the Debtors collectively.

39. "***Charging Lien***" means any lien or other priority interest in payment to which the Indenture Trustee is entitled pursuant to the Senior Notes Indenture for the payment of the Indenture Trustee Fees and Expenses and any post-Effective Date fees and expenses.

40. "***Claim***" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

41. "***Class***" means a category of Holders of Claims or Interests under Bankruptcy Code section 1122(a).

42. "***Compensation and Benefits Programs***" means all employment and severance agreements and policies, all indemnification agreements, and all compensation and benefit plans, policies, and programs of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and current and former non-employee directors and the employees, former employees and retirees of their subsidiaries, including all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements, and plans, incentive plans, deferred compensation plans and life, accidental death, and dismemberment insurance plans.

43. "***Confirmation***" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

44. "***Confirmation Date***" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

45. "***Confirmation Hearing***" means the hearing(s) before the Bankruptcy Court pursuant to Bankruptcy Code section 1128 at which the Debtors seek entry of the Confirmation Order, as the same may be adjourned or continued from time to time.

46. "***Confirmation Order***" means an order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129.

47. "***Consenting 2018 Credit Facility Creditors***" means the Consenting Original EMEA Term Loan Lenders, the Consenting 2020 EMEA Term Loan Lenders, the Consenting U.S. Term Loan Lenders and the Consenting Revolving Lenders.

48. "***Consenting 2020 EMEA Term Loan Lenders***" means the lenders or investment advisors, sub-advisors or managers of discretionary accounts that hold 2020 EMEA Term Loans that have executed and delivered counterpart signature pages to the Restructuring Support Agreement (including via a joinder or transfer agreement).

49. "***Consenting 2020 EMEA Term Loan Lenders Modified Consent***" means with respect to any Consenting 2020 EMEA Term Loan Lender that materially breaches the Restructuring Support Agreement (a) such breaching Consenting 2020 EMEA Term Loan Lender's holdings of Term Loans shall be excluded from calculations of the requisite percentages set forth in the definitions of Required Amending 2018 Credit Facility Creditors and Required Consenting 2018 Credit Facility Creditors, and (b) such breaching Consenting 2020 EMEA Term Loan Lender shall not be entitled to the consent rights of a Required Amending 2018 Credit Facility Creditor or a Required Consenting 2018 Credit Facility Creditors and their consent rights shall thereafter be limited to amendments, modifications, supplements, replacements or waivers of the Restructuring Support Agreement or the Restructuring Term Sheet or provisions of Definitive Documents that materially, adversely and disproportionately affect the 2020 EMEA Term Loan Claims held by such breaching Consenting 2020 EMEA Term Loan Lender; *provided* that to the extent there is any dispute raised by such breaching Consenting 2020 EMEA Term Loan over whether a material breach has occurred such dispute may be heard and determined by the Bankruptcy Court on an expedited basis.

50. "***Consenting Creditors***" means the Consenting Term Loan Lenders, the Consenting Revolving Lenders and the Consenting Noteholders.

51. "***Consenting Creditors' Advisors***" means the Ad Hoc Lender Group Advisors, the 2020 Ad Hoc Lender Group Advisors, the Ad Hoc Noteholder Group Advisors and the Revolving Lenders' Advisors.

52. "***Consenting Equity Holders***" means the beneficial owners of, or nominees, investment advisors, sub-advisors or managers of accounts that beneficially own, Existing GTT Equity Interests that have executed and delivered counterpart signature pages to the Restructuring Support Agreement.

53. "***Consenting Noteholders***" means the beneficial owners of, or nominees, investment advisors, sub-advisors or managers of accounts that beneficially own, Senior Notes that have executed and delivered counterpart signature pages to the Restructuring Support Agreement (including via a joinder or transfer agreement).

54. "***Consenting Original EMEA Term Loan Lenders***" means the lenders or investment advisors, sub-advisors or managers of discretionary accounts that hold Original EMEA Term Loans that have executed and delivered counterpart signature pages to the Restructuring Support Agreement (including via a joinder or transfer agreement).

55. "***Consenting Revolving Lenders***" means the lenders or investment advisors, sub-advisors or managers of discretionary accounts that hold Revolving Loans that have executed and delivered counterpart signature pages to the Restructuring Support Agreement (including via a joinder or transfer agreement).

56. "***Consenting Revolving Lenders Consent Right***" means the right of the Required Consenting Revolving Lenders to consent to or approve the terms of the Plan, the Restructuring Support Agreement or any of the

Definitive Documents (or any amendments, modifications, or supplements hereto or thereto, or waivers of conditions or requirements hereof or thereof) that disproportionately (as compared to the other Consenting Stakeholders holding 2018 Credit Facility Claims within Class 3) and adversely affects, directly or indirectly, (a) the economic rights, consent rights, waivers, or releases proposed to be granted to, or received by, or (b) the obligations of, the Consenting Revolving Lenders pursuant to the Plan or the Definitive Documents, which consent shall not be unreasonably withheld, conditioned or delayed.

57. "***Consenting Stakeholders***" means the Consenting Creditors, the Consenting Equity Holders and I Squared.

58. "***Consenting Term Loan Lenders***" means the Consenting U.S. Term Loan Lenders, the Consenting Original EMEA Term Loan Lenders and the Consenting 2020 EMEA Term Loan Lenders.

59. "***Consenting U.S. Term Loan Lenders***" means lenders or investment advisors, sub-advisors, or managers of discretionary accounts that hold U.S. Term Loans that have executed and delivered counterpart signature pages to the Restructuring Support Agreement (including via a joinder or transfer agreement).

60. "***Consummation***" means the occurrence of the Effective Date.

61. "***Credit Agreement***" means that certain Credit Agreement, dated as of May 31, 2018 (as amended, restated, modified, supplemented or replaced from time to time in accordance with its terms), by and among the Parent, the EMEA Borrower, the lenders party thereto from time to time and the Administrative Agent.

62. "***Credit Agreement Forbearance and Consent***" means that certain Fifth Lender Forbearance Agreement and Consent, dated as of September 1, 2021 (as amended, restated, waived, supplemented or otherwise modified from time to time in accordance with its terms), by and among the Parent, subsidiaries of the Parent party thereto, the EMEA Borrower, the lenders party thereto and the Administrative Agent.

63. "***Cure***" or "***Cure Claim***" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code sections 365 or 1123, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

64. "***D&O Liability Insurance Policies***" means all unexpired directors', managers' and officers' liability insurance policies (including any "tail policy" and all agreements, documents or instruments related thereto) of any of the Debtors that have been issued or provide coverage to current and former directors, managers, officers and employees of the Debtors.

65. "***Debtor Releases***" means the releases set forth in Section 8.2 of the Plan.

66. "***Debtors***" has the meaning set forth in the Introduction.

67. "***Definitive Documents***" means (a) the I Squared Infrastructure Sale Agreement Amendment, (b) the Disclosure Statement, other Solicitation Materials and the Disclosure Statement Order (including any supplements thereto), (c) the Confirmation Order, (d) the Plan (and all exhibits thereto), (e) the Plan Supplement, (f) the Scheduling Motion and Scheduling Order, (g) the New Corporate Governance Documents, (h) the Cash Collateral Orders, (i) the New GTT Financing Documentation, (j) any amendments, restatements, waivers, supplements or other modifications to the Credit Agreement Forbearance and Consent, the Credit Agreement or the CAM Agreement, (k) any amendments, restatements, waivers, supplements or other modifications to the Senior Notes Indenture, (l) the Noteholder New Common Equity Investment Documents, (m) the Noteholder Warrant Agreement, (n) the Equityholder Warrant Agreement, (o) all material pleadings filed by the Debtors in connection with the Chapter 11 Cases, (p) the I Squared Infrastructure Sale Assumption Motion (if applicable), the I Squared Infrastructure Sale Assumption Order, any amendments to the I Squared Infrastructure Sale Agreement entered into from and after the Restructuring Support Agreement Effective Date and any amendments to the I Squared Infrastructure Sale Transaction Documents (other than the I Squared Infrastructure Sale Agreement) entered into from and after the Restructuring

Support Agreement Effective Date or any related new agreements that are reasonably likely to have a material economic impact on the I Squared Infrastructure Sale, the Debtors and their Estates or the Restructuring Transactions, (q) the Management Incentive Plan, (r) all material filings as may be required by the FCC or any Governmental Regulatory Authority in connection with the Restructuring Transactions or the Plan and (s) such other agreements instruments and documentation as may be necessary to consummate and document the transactions contemplated by the Restructuring Support Agreement, the Restructuring Term Sheet or the Plan.

68. "***Deposit Account Control Agreement***" means that certain Deposit Account Control Agreement, dated as of September 16, 2021, by and among the Parent and the Administrative Agent.

69. "***Disclosure Statement***" has the meaning set forth in the Introduction.

70. "***Disclosure Statement Order***" means the order entered by the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials as containing, among other things, "adequate information" as required by Bankruptcy Code section 1125, which order may be combined with or entered simultaneously with the Confirmation Order.

71. "***Disputed***" means, with respect to a Claim or Interest, (a) any such Claim or Interest to the extent neither Allowed nor disallowed under the Plan or a Final Order or deemed Allowed under Bankruptcy Code sections 502, 503 or 1111 or (b) any such Claim or Interest to the extent the Debtors or any party in interest has interposed a timely objection to it before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim or Interest is disputed, such Claim or Interest shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claim or Interest.

72. "***Distribution Agent***" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

73. "***Distribution Date***" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, upon which the Distribution Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

74. "***Distribution Record Date***" has the meaning set forth in Section 6.4(a) of the Plan.

75. "***DTC***" means The Depositary Trust Company or any successor thereto.

76. "***Effective Date***" means the date that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan have been (i) satisfied or (ii) waived pursuant to Section 9.2 of the Plan.

77. "***Effective Date Liquidity***" means as of the Effective Date, the sum of (a) the unused commitments under the Exit Revolving Credit Facility (if any) and (b) the aggregate amount of Cash and Cash Equivalents (as defined in the Credit Agreement) of the Reorganized Debtors and their direct and indirect non-Debtor subsidiaries (including any Retained Cash Proceeds and excluding Restricted Cash).

78. "***EMEA Borrower***" means non-Debtor GTT Communications B.V.

79. "***Entity***" means an entity as defined in Bankruptcy Code section 101(15).

80. "***Equity Interests***" or "***Interests***" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests and any other equity, ownership or profits interests of any Debtor, and options, warrants, rights or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests or other equity, ownership or profits interests of any Debtor (in each case whether or not arising under or in connection with any offer letter or employment agreement).

81. "***Equityholder Warrant Agreement***" means the agreement governing the Equityholder Warrants (including all appendices, exhibits, schedules and supplements thereto), which will be filed with the Plan Supplement and shall contain terms consistent with the Equityholder Warrant Term Sheet.

82. "***Equityholder Warrant Term Sheet***" means the term sheet with respect to the terms of the Equityholder Warrants, attached to the Restructuring Term Sheet as Annex 4.

83. "***Equityholder Warrants***" means the warrants exercisable for 4.9% of the New Equity Interests (as calculated in the Equityholder Warrant Term Sheet) that are distributed to Holders of Existing GTT Equity Interests on account of such Existing GTT Equity Interests pursuant to and in accordance with the Plan and the Equityholder Warrant Agreement.

84. "***Estate***" means the estate of any Debtor created under Bankruptcy Code sections 301 and 541 upon the commencement of the applicable Debtor's Chapter 11 Case.

85. "***Excess Cash***" means the lesser of (a) the amount by which Effective Date Liquidity exceeds $100 million and (b) the amount by which the aggregate amount of Cash and Cash Equivalents (as defined in the Credit Agreement) (including any Retained Cash Proceeds and excluding Restricted Cash) of the Reorganized Debtors and their direct and indirect non-Debtor subsidiaries on the Effective Date exceeds $25 million.

86. "***Exculpated Party***" means each of the following, solely in its capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the members of the Ad Hoc Lender Group, (d) the members of the Ad Hoc Noteholder Group, (e) the members of the 2020 Ad Hoc Lender Group, (f) the Holders of 2020 EMEA Term Loan Claims, (g) the Holders of Original EMEA Term Loan Claims, (h) the Holders of U.S. Term Loan Claims, (i) the Holders of Revolving Claims, (j) the Holders of Hedging Claims, (k) the Holders of Senior Notes Claims, (l) the Administrative Agent, (m) the Indenture Trustee, (n) Spruce House and its Affiliates, (o) the arrangers, bookrunners, underwriters, initial purchasers, agents, indenture trustee, lenders and/or Holders under the New GTT Term Loan Facility and the Exit Revolving Credit Facility and (p) with respect to each of the foregoing Persons in clauses (a) through (o), such Persons' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors and other professionals, and such Persons' respective heirs, executors, estates and nominees. Notwithstanding anything to the contrary in the foregoing, the Debtors' third-party accountants, auditors and insurers, and such parties' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors and other professionals, and such Persons' respective heirs, executors, estates and nominees, shall not be Exculpated Parties.

87. "***Executory Contract***" means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

88. "***Existing GTT Equity Interests***" means the Equity Interests in the Parent.

89. "***Exit Revolver Commitment Documents***" means any documentation necessary to evidence the binding financing commitment with respect to the Exit Revolving Credit Facility.

90. "***Exit Revolver Documentation***" means any documentation necessary to effectuate the incurrence of the Exit Revolving Credit Facility.

91. "***Exit Revolving Credit Facility***" means, if applicable, a new cash flow/asset-based revolving credit facility of up to $75 million in the aggregate for the Reorganized Debtors.

92. "***Exit Revolving Loans***" means the revolving loans issued under the Exit Revolving Credit Facility.

93. "***FCC***" means the United States Federal Communications Commission, including any official bureau or division thereof acting on delegated authority, and any successor governmental agency performing functions similar to those performed by the United States Federal Communications Commission.

94. "***FCC Applications***" means collectively, each application, petition or other request filed with the FCC in connection with the Restructuring Transactions.

95. "***FCC Approval***" means the grant by the FCC (or its staff acting pursuant to delegated authority) of the FCC Applications.

96. "***FCC Licenses***" means the licenses, authorizations, waivers and permits that are issued from time to time by the FCC.

97. "***Federal Judgment Rate***" means the federal judgment rate in effect as of the Petition Date pursuant to 28 U.S.C. § 1961, compounded annually.

98. "***File***," "***Filed***" or "***Filing***" means file, filed or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or Proof of Interest, the Solicitation Agent.

99. "***Final Decree***" means the decree contemplated under Bankruptcy Rule 3022 with respect to the Chapter 11 Cases.

100. "***Final Order***" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; *provided*, *however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or Bankruptcy Code sections 502(j) or 1144 has been or may be filed with respect to such order or judgment.

101. "***Foreign Investment Laws***" means any non-United States Laws that are designed or intended to prohibit, restrict, regulate or screen acquisitions or investments involving foreign investors and/or acquisitions or investments in, or into, the sectors in which the Debtors and their non-Debtor Affiliates are active.

102. "***General Administrative Expense Claim***" means any Administrative Expense Claim (including any Cure Claim) other than a Professional Fee Claim.

103. "***General Unsecured Claim***" means any Claim that is not an Administrative Expense Claim, a Secured Claim, a Priority Tax Claim, an Other Priority Claim, a 2018 Credit Facility Claim, a Senior Notes Claim, an Intercompany Claim or a Section 510(b) Claim, including (a) Claims arising from the rejection of Unexpired Leases and Executory Contracts to which a Debtor is a party and (b) Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor related thereto.

104. "***Governance Term Sheet***" means the term sheet with respect to the terms of the corporate governance of the Reorganized Debtors, attached to the Restructuring Term Sheet as Annex 5.

105. "***Governmental Approval***" means the approval of any Governmental Regulatory Authority required in connection with the Restructuring Transactions.

106. "***Governmental Regulatory Applications***" means, collectively, each application, petition or other request filed with a Governmental Regulatory Authority in connection with the Restructuring Transactions.

107. "***Governmental Regulatory Authority***" means the Public Service Commission of the District of Columbia or any state public service or utility commission, any similar body or agency exercising governmental power or authority in any foreign country or any national regulatory authority or agency (excluding the FCC), in each case having jurisdiction over the Debtors.

108. "***Governmental Unit***" has the meaning set forth in Bankruptcy Code section 101(27).

109. "***Hedge Agreement***" means any (a) any interest rate swap agreement, any interest rate cap agreement, any interest rate collar agreement or other similar interest rate management agreement or arrangement, (b) any currency swap or option agreement, foreign exchange contract, forward currency purchase agreement or similar currency management agreement or arrangement or (c) any commodities contract purchased by Parent or any of its subsidiaries in the ordinary course of business, and not for speculative purposes, with respect to raw materials necessary to the manufacturing or production of goods in connection with the business of Parent and its subsidiaries.

110. "***Hedging Claims***" means any Claim on account of Hedging Obligations under the Secured Hedge Agreements.

111. "***Hedging Obligations***" means all obligations of any Credit Party (as defined in the Credit Agreement) under or in respect of any Secured Hedge Agreements.

112. "***Holder***" means an Entity holding a Claim against, or an Interest in, any Debtor.

113. "***Houlihan Lokey***" means Houlihan Lokey Capital Inc., as financial advisor to the Ad Hoc Lender Group.

114. "***Huron***" means Huron Consulting Services, LLC, as financial advisor to the Administrative Agent.

115. "***Impaired***" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of Bankruptcy Code section 1124.

116. "***Indemnification Provisions***" means each of the Debtors' indemnification provisions in effect as of the Restructuring Support Agreement Effective Date, whether in the certificates or articles of incorporation, certificates or articles of formation, bylaws, constitutions, limited liability company agreements, other forms of organizational documents, indemnification agreements or employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse or limit the liability of, or to advances fees and expenses to, any of the Debtors' current and former directors, officers, employees and such current and former directors', officers' and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

117. "***Indenture Trustee***" means Wilmington Trust, National Association, in its capacity as trustee under the Senior Notes Indenture.

118. "***Indenture Trustee Fees and Expenses***" means the claims for reasonable fees, indemnities, reasonable compensation, reasonable costs, reasonable expenses, disbursements and any other amounts due to the Indenture Trustee, including, among other things, attorneys' fees, expenses and disbursements incurred by the Indenture Trustee prior to the Petition Date and at any time through and including the Effective Date compensable under the Senior Note Indenture, the Plan or the Restructuring Support Agreement.

119. "***Infrastructure Business***" means the business and activities of the Parent and/or certain of its subsidiaries providing Pan-European, North American, sub-sea and trans-Atlantic fiber network and data center infrastructure services to customers.

120. "***Intercompany Claim***" means any Claim held by a Debtor against another Debtor or an Affiliate of a Debtor or any Claim held by an Affiliate of a Debtor.

121. "***Intercompany Interest***" means an Interest in any Debtor, or a direct or indirect subsidiary of any Debtor, other than an Existing GTT Equity Interest.

122. "***I Squared***" means I Squared Capital Advisers (US) LLC and Buyer.

123. "***I Squared Deferred Consideration***" means an amount equal to the USD equivalent of €70 million payable by Buyer in accordance with the terms and conditions set forth in the I Squared Infrastructure Sale Agreement, subject to satisfaction of those certain conditions set forth therein.

124. "***I Squared Infrastructure Sale***" means the sale of the Infrastructure Business pursuant to the I Squared Infrastructure Sale Agreement.

125. "***I Squared Infrastructure Sale Agreement***" means that certain Sale and Purchase Agreement, dated October 16, 2020 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, including by the I Squared Infrastructure Sale Agreement Amendment), among Parent, Global Telecom and Technology Holdings Ireland Limited, Hibernia NGS Limited, GTT Holdings Limited, GTT Americas LLC and Buyer.

126. "***I Squared Infrastructure Sale Agreement Amendment***" means the amendment and waiver to the I Squared Infrastructure Sale Agreement entered into September 1, 2021, by and among Parent, Global Telecom and Technology Holdings Ireland Limited, Hibernia NGS Limited, GTT Holdings Limited, GTT Americas LLC and Buyer.

127. "***I Squared Infrastructure Sale Assumption Motion***" means, if applicable, the motion to assume the I Squared Infrastructure Sale Transaction Documents to which any Debtor is a party.

128. "***I Squared Infrastructure Sale Assumption Order***" means the order entered by the Bankruptcy Court approving the assumption of the I Squared Infrastructure Sale Transaction Documents to which any Debtor is a party, which order may be combined with the Confirmation Order.

129. "***I Squared Infrastructure Sale Proceeds***" means the net Cash proceeds paid by the Buyer upon the consummation of the I Squared Infrastructure Sale in accordance with the I Squared Infrastructure Sale Agreement.

130. "***I Squared Infrastructure Sale Transaction Documents***" means the I Squared Infrastructure Sale Agreement and all of the Transaction Documents (as defined in the I Squared Infrastructure Sale Agreement).

131. "***I Squared Release***" means the releases set forth in Section 8.4 of the Plan.

132. "***Jones Day***" means Jones Day, as counsel to the Administrative Agent.

133. "***Latham***" means Latham & Watkins LLP, as counsel to the Ad Hoc Noteholder Group.

134. "***Law***" means any federal, state, local or foreign Law (including common law), statute, code, ordinance, rule, regulation, order, ruling or judgment, in each case, that is validly adopted, promulgated, issued or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

135. "***Letters of Credit***" means the letters of credit issued under the Credit Agreement.

136. "***Lien***" means a lien as defined in Bankruptcy Code section 101(37).

137. "***Management Incentive Plan***" means the post-emergence incentive plan for awards to members of the management team and non-employee directors in accordance with Section 4.22 of the Plan.

138. "***Milbank***" means Milbank LLP, as counsel to the Ad Hoc Lender Group.

139. "***New Board***" means the Reorganized Parent's initial Board of Directors or managers, as applicable, as of the Effective Date, the identities of which directors or managers, as applicable, shall bet set forth in the Plan Supplement to the extent known as of the Plan Supplement Filing Date or otherwise disclosed during the Confirmation Hearing.

140. "***New Corporate Governance Documents***" means the certificate or articles of incorporation, bylaws, limited liability company agreement, partnership agreement, registration rights agreement or such other applicable formation documents or shareholders' agreements (if any) for each of the Reorganized Debtors, as applicable, the forms of which shall be included in the Plan Supplement and which shall contain terms consistent with the Governance Term Sheet.

141. "***New Equity Interests***" means the equity interests in Reorganized Parent to be authorized, issued or reserved on the Effective Date pursuant to the Plan.

142. "***New GTT Financing Documentation***" means any documentation related to or executed in connection with the New GTT Term Loans, the Exit Revolving Credit Facility and any other new financing of, or debt issued by, the Reorganized Debtors, including any credit agreement, indenture and/or other ancillary documentation, including any amendments, modifications and supplements thereto, and together with any related notes, certificates, agreements, intercreditor agreements, agreements among lenders, pledge and collateral agreements, mortgages, control agreements, other security documents, guarantee agreements, subordination agreements, fee letters, documents and instruments (including any amendments, restatements, waivers, supplements or other modifications of any of the foregoing).

143. "***New GTT Term Loan Agent***" means the administrative and collateral agent under the New GTT Term Loan Facility.

144. "***New GTT Term Loan Credit Agreement***" means the credit agreement governing the New GTT Term Loan Facility.

145. "***New GTT Term Loan Documentation***" means any documentation related to or executed in connection with the New GTT Term Loan Facility, including the New GTT Term Loan Credit Agreement, which documentation shall contain terms consistent with the New GTT Term Loan Term Sheet.

146. "***New GTT Term Loan Facility***" means a senior secured term loan facility in the aggregate principal amount of approximately $854 million on terms materially consistent with those set forth in the New GTT Term Loan Term Sheet and established pursuant to the New GTT Term Loan Credit Agreement.

147. "***New GTT Term Loan Term Sheet***" means that certain term sheet with respect to the terms of the New GTT Term Loan Facility, attached to the Restructuring Term Sheet as Annex 2.

148. "***New GTT Term Loans***" means the term loans issued under the New GTT Term Loan Facility.

149. "***Noteholder New Common Equity Investment***" means the option for the Holders of Senior Notes Claims to invest up to $50 million to acquire, through the Rights Offering, New Equity Interests on the Effective Date in accordance with and pursuant to the terms of the Noteholder New Common Equity Investment Documents.

150. "***Noteholder New Common Equity Investment Cash***" means the aggregate amount of Cash received in connection with the Noteholder New Common Equity Investment.

151. "***Noteholder New Common Equity Investment Documents***" means the definitive documentation with respect to the Noteholder New Common Equity Investment, including the Rights Offering Solicitation Materials.

152. "***Noteholder New Equity Interests***" means twelve percent (12%) of the New Equity Interests, subject to dilution by (a) the Management Incentive Plan and (b) the Warrants.

153. "***Noteholder Warrant Agreement***" means the agreement governing the Noteholder Warrants (including all appendices, exhibits, schedules and supplements thereto), which shall contain terms consistent with the Noteholder Warrant Term Sheet and be filed with the Plan Supplement.

154. "***Noteholder Warrant Term Sheet***" means the term sheet with respect to the terms of the Noteholder Warrants, attached to the Restructuring Term Sheet as Annex 3.

155. "***Noteholder Warrants***" means the warrants exercisable for 30% of the New Equity Interests (as calculated in the Noteholder Warrant Term Sheet) that are to be distributed to Holders of Senior Notes Claims on account of such Claims pursuant to and in accordance with the Plan and the Noteholder Warrant Agreement.

156. "***Noteholders***" means Holders of the Senior Notes.

157. "***Original EMEA Cash Turnover Recipients***" means the Holders of Original EMEA Term Loan Claims that executed the Restructuring Support Agreement and the Credit Agreement Forbearance and Consent within five (5) Business Days of the Restructuring Support Agreement Effective Date, other than any 2020 EMEA Cash Turnover Recipient that is also the Holder of Original EMEA Settlement-Eligible Term Loan Claims if such 2020 EMEA Cash Turnover Recipient opts out of the right to be an Original EMEA Cash Turnover Recipient pursuant to the 2020 EMEA Opt Out.

158. "***Original EMEA Cash Turnover Amount***" means $32.5 million in Cash of the I Squared Infrastructure Sale Proceeds paid to the Administrative Agent prior to the Petition Date, which Cash shall be converted into Euros at the Exchange Rate (as defined in the Credit Agreement) as of two (2) Business Days prior to the Effective Date and be distributed to the Original EMEA Cash Turnover Recipients (other than any 2020 EMEA Cash Turnover Recipient that has exercised the 2020 EMEA Opt Out) on the Effective Date in accordance with the Plan, the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment.

159. "***Original EMEA Equity Turnover Interests***" means New Equity Interests having a value equal to $32.5 million (calculated at the Original EMEA Equity Turnover Valuation) otherwise distributable to the Original EMEA Cash Turnover Recipients (other than any 2020 EMEA Cash Turnover Recipient that has exercised the 2020 EMEA Opt Out) as Holders of Class 3 2018 Credit Facility Claims in accordance with Section 3.2 of the Plan, which shall be distributed to the Holders of U.S. Secured Claims on a *pro rata* basis in accordance with the Plan, the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment.

160. "***Original EMEA Equity Turnover Valuation***" means an assumed $1.3 billion total enterprise value of the Reorganized Debtors and their direct and indirect non-Debtor subsidiaries, on a consolidated basis.

161. "***Original EMEA Settlement Turnover***" means, collectively, (a) the reallocation of the Original EMEA Cash Turnover Amount, otherwise distributable to the Holders of U.S. Secured Claims as Holders of Class 3 2018 Credit Facility Claims in accordance with Section 3.2 of the Plan, which shall be distributed to the Original EMEA Cash Turnover Recipients (other than any 2020 EMEA Cash Turnover Recipient that has exercised the 2020 EMEA Opt Out) and (b) the reallocation of the Original EMEA Equity Turnover Interests to the Holders of U.S. Secured Claims.

162. **"*Original EMEA Settlement-Eligible Term Loan Claims***" means those Original EMEA Term Loan Claims held by the Original EMEA Cash Turnover Recipients that are settled and reflected on the lender register maintained by the Administrative Agent as of the close of trading on September 13, 2021.

163. "***Original EMEA Term Loan Claim***" means any Claim for principal, plus unpaid interest (including default interest from the Petition Date to the Effective Date), fees and all other obligations, amounts and expenses arising under or in connection with the Credit Agreement held by the Original EMEA Term Loan Lenders.

164. "***Original EMEA Term Loan Lenders***" means the lenders party to the Credit Agreement who have extended the Original EMEA Term Loans to the EMEA Borrower and hold Original EMEA Term Loan Claims.

165. "***Original EMEA Term Loans***" means the initial term loans incurred by the EMEA Borrower under the Credit Agreement.

166. "***Other Priority Claim***" means any unsecured Claim other than an Administrative Expense Claim or a Priority Tax Claim entitled to priority in right of payment under Bankruptcy Code section 507(a).

167. "***Other Secured Claim***" means any Secured Claim, including any Secured Tax Claim, other than a 2018 Credit Facility Claim.

168. "***Parent***" means GTT Communications, Inc.

169. "***Paul Weiss***" means Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the 2020 Ad Hoc Lender Group.

170. "***Person***" means a person as defined in Bankruptcy Code section 101(41).

171. "***Petition Date***" means the date on which each of the Debtors filed its respective petition for relief commencing its Chapter 11 Case.

172. "***Plan***" means this joint prepackaged chapter 11 plan, including all appendices, exhibits, schedules and supplements hereto (including any appendices, exhibits, schedules and supplements to the Plan that are contained in the Plan Supplement), as it may be altered, amended, modified or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement.

173. "***Plan Supplement***" means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case subject to the terms and provisions of the Restructuring Support Agreement, to be filed no later than the Plan Supplement Filing Date, as may be amended, modified or supplemented from time to time through and including the Effective Date in accordance with the terms of the Plan and the Restructuring Support Agreement and in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Restructuring Support Agreement, including the following documents: (a) the New Corporate Governance Documents; (b) the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) a list of retained Causes of Action; (d) to the extent known, the identity of the members of the New Board; (e) the Noteholder Warrant Agreement, (f) the Equityholder Warrant Agreement; (g) the Exit Revolver Commitment Documents, if available; (h) the New GTT Term Loan Documentation; (i) the procedures with respect to the New GTT Term Loan currency election for eligible Term Loan Lenders, in accordance with the New GTT Term Loan Term Sheet; (j) the Rights Offering Procedures and the Subscription Form; (k) the memorandum setting forth certain Restructuring Transactions; and (l) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

174. "***Plan Supplement Filing Date***" means the date that is ten (10) days before the commencement of the Confirmation Hearing.

175. "***Priority Tax Claim***" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

176. "***Pro Rata***" means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that respective Class.

177. "***Professional Fee Claims***" means all Administrative Expense Claims for the compensation of Retained Professionals incurred on or after the Petition Date and the reimbursement of expenses incurred by such Retained Professionals through and including the Effective Date under Bankruptcy Code sections 328, 330, 331,

503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

178. "***Professional Fee Escrow Account***" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Reserve Amount as set forth in Section 2.1.2(b) of the Plan.

179. "***Professional Fee Reserve Amount***" means the aggregate amount of Retained Professional Fee Claims and other unpaid fees and expenses that the Retained Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates the Retained Professionals shall deliver to the Debtors and the Consenting Creditors' Advisors as set forth in Section 2.1.2(c) of the Plan.

180. "***Proof of Claim***" means a proof of Claim Filed in the Chapter 11 Cases.

181. "***Proof of Interest***" means a proof of Interest Filed in the Chapter 11 Cases.

182. "***Reinstate***," "***Reinstated***" or "***Reinstatemen***t" means leaving a Claim Unimpaired under the Plan in accordance with Bankruptcy Code section 1124(2).

183. "***Rejection Claims Bar Date***" means the rejection damages bar date established pursuant to the Confirmation Order.

184. "***Released Party***" means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Ad Hoc Lender Group and the members thereof; (d) the 2020 Ad Hoc Lender Group and the members thereof; (e) the Ad Hoc Noteholder Group and the members thereof; (f) the Holders of 2020 EMEA Term Loan Claims; (g) the Holders of Original EMEA Term Loan Claims; (h) the Holders of U.S. Term Loan Claims; (i) the Holders of Revolving Claims; (j) the Holders of Hedging Claims; (k) the Holders of Senior Notes Claims; (l) the Administrative Agent; (m) the Indenture Trustee; (n) the Priming Facility Agent (as defined in the Restructuring Support Agreement); (o) the Priming Facility Lenders (as defined in the Restructuring Support Agreement); (p) the arrangers, bookrunners, underwriters, initial purchasers, agents, indenture trustee, lenders and/or holders under the New GTT Term Loan Facility and the Exit Revolving Credit Facility; (q) the Holders of Existing GTT Equity Interests; (r) Spruce House and its Affiliates; and (s) with respect to each of the foregoing Persons in clauses (a) through (r), such Persons' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors, and other professionals, and such Persons' respective heirs, executors, estates, and nominees; *provided*, *however*, that, notwithstanding the foregoing, any Holder of a Claim or Interest that is not a Releasing Party shall not be a "Released Party". Notwithstanding anything to the contrary in the foregoing, the Debtors' third-party accountants, auditors, and insurers, and such parties' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors, and other professionals, and such Persons' respective heirs, executors, estates, and nominees, shall not be Released Parties.

185. "***Releasing Party***" means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Ad Hoc Lender Group and the members thereof; (d) the 2020 Ad Hoc Lender Group and the members thereof; (e) the Ad Hoc Noteholder Group and the members thereof; (f) the Holders of all Claims or Interests who vote to accept the Plan and do not opt out of granting the releases set forth in the Plan; (g) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan; (h) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in the Plan; (i) the Holders of all Impaired Claims and Interests who are deemed to reject the Plan and were given notice of the releases set forth in the Plan but did not object to or opt out of the releases set forth in the Plan; (j) the Administrative Agent; (k) the Indenture Trustee; (l) the Priming Facility Agent; (m) the Priming Facility Lenders; (n) the arrangers, bookrunners, underwriters, initial purchasers, agents, indenture trustee, lenders, and/or holders under the New GTT Term Loan Facility and the Exit Revolving Credit Facility; (o) Spruce

House and its Affiliates; and (p) with respect to each of the foregoing Persons in clauses (a) through (o), such Persons' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors, and other professionals, and such Persons' respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such with respect to such Person and solely to the extent such Person has the authority to bind them in such capacity. Notwithstanding anything to the contrary in the foregoing, the Debtors' third-party accountants, auditors, and insurers, and such parties' predecessors, successors, assigns, subsidiaries, affiliates, current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund investment managers, investment advisors or sub-advisors, and other professionals, and such Persons' respective heirs, executors, estates, and nominees, shall not be Releasing Parties.

186. "***Reorganized Debtors***" means the Debtors as reorganized pursuant to and under the Plan.

187. "***Reorganized Parent***" shall mean on or after the Effective Date, (a) Parent, as reorganized pursuant to the Plan, (b) any successor to the foregoing or (c) one or more newly-formed Entity or Entities to hold the reorganized Interests in the Entity described in clause (a) above, in each case as reasonably agreed to by the Required Consenting Creditors and the Debtors.

188. "***Required Amending 2018 Credit Facility Creditors***" means (a) those Consenting Creditors who hold more than seventy-five percent (75%) of the outstanding aggregate principal amount of each of (i) the Original EMEA Term Loan Claims and (ii) the U.S. Term Loan Claims, and (b) those Consenting Creditors who hold more than fifty percent (50%) of the outstanding aggregate principal amount of the 2020 EMEA Term Loan Claims, but subject to the Consenting 2020 EMEA Term Loan Lender Modified Consent, to the extent applicable, in each case of (a) and (b), held by all Consenting Creditors as of the date of determination.

189. "***Required Consenting 2018 Credit Facility Creditors***" means, those Consenting Creditors who hold more than fifty percent (50%) of the outstanding aggregate principal amount of each of (a) the Original EMEA Term Loan Claims, (b) the 2020 EMEA Term Loan Claims, but subject to the Consenting 2020 EMEA Term Loan Lenders Modified Consent, to the extent applicable, and (c) the U.S. Term Loan Claims, in each case of (a), (b) and (c), as of the date of determination.

190. "***Required Consenting Creditors***" means the Required Consenting 2018 Credit Facility Creditors and the Required Consenting Noteholders and, if the Consenting Revolving Lenders Consent Right applies, the Required Consenting Revolving Lenders.

191. "***Required Consenting Noteholders***" means the Consenting Noteholders who hold, in the aggregate, more than fifty percent (50%) in principal amount outstanding of all Senior Notes Claims held by the Consenting Noteholders as of the date of determination.

192. "***Required Consenting Revolving Lenders***" means the Consenting Revolving Lenders who hold, in the aggregate, more than fifty percent (50%) in principal amount outstanding of all Revolving Claims held by the Consenting Revolving Lenders as of the date of determination.

193. "***Restricted Cash***" means Cash and Cash Equivalents (each as defined in the Credit Agreement) that are or would be listed as "restricted" on the consolidated balance sheet of the Reorganized Debtors. For the avoidance of doubt, the Retained Cash Proceeds shall not be considered Restricted Cash.

194. "***Restructuring Support Agreement***" means that certain Restructuring Support Agreement entered into on September 1, 2021 by and among the Company Parties (as defined therein), the Consenting Stakeholders and any subsequent Entity that becomes a party thereto pursuant to the terms thereof, attached as Exhibit B to the Disclosure Statement.

195. “***Restructuring Support Agreement Effective Date***” means September 1, 2021.

196. “***Restructuring Term Sheet***” means the term sheet attached to the Restructuring Support Agreement as Exhibit A (as may be amended, supplemented or modified from time to time in accordance with the terms of the Restructuring Support Agreement).

197. “***Restructuring Transactions***” has the meaning set forth in Section 4.4 of the Plan.

198. “***Retained Cash Proceeds***” means $35 million in Cash of the I Squared Infrastructure Sale Proceeds retained by the Debtors to fund the Chapter 11 Cases and for working capital purposes and subject to the terms of the Credit Agreement, the Deposit Account Control Agreement and the Cash Collateral Orders.

199. “***Retained Professional***” means an Entity: (a) employed in the Chapter 11 Cases pursuant to Bankruptcy Code section 327, 363 or 1103 and to be compensated for services rendered prior to or on the Effective Date pursuant to (i) Bankruptcy Code section(s) 327, 328, 329, 330 and/or 331 or (ii) an order entered by the Bankruptcy Court authorizing such retention or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

200. “***Revolving Claim***” means any Claim for principal, plus unpaid interest (including default interest from the Petition Date to the Effective Date), fees, premiums and all other obligations, amounts and expenses arising under or in connection with the Credit Agreement held by the Revolving Lenders.

201. “***Revolving Lenders***” means the lenders party to the Credit Agreement who have extended Revolving Loans to Parent and hold Revolving Claims.

202. “***Revolving Lenders’ Advisors***” means Jones Day and Huron.

203. “***Revolving Loans***” means the “Revolving Loans” as defined in the Credit Agreement.

204. “***Rights Offering***” means that certain rights offering pursuant to which eligible Holders of Senior Notes Claims will receive Subscription Rights in accordance with the Noteholder New Common Equity Investment Documents.

205. “***Rights Offering Procedures***” means the procedures for implementation of the Rights Offering as set forth in the Plan Supplement, in form and substance reasonably acceptable to the Debtors and the Required Consenting Creditors (as amended, supplemented or modified from time to time).

206. “***Rights Offering Solicitation Materials***” means the offering document for the Rights Offering (which may be the Disclosure Statement), the Subscription Form, the Rights Offering Procedures and any other documentation pertaining to the solicitation of the Rights Offering.

207. “***Schedule of Rejected Executory Contracts and Unexpired Leases***” means a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to reject as of the Effective Date, which shall be reasonably acceptable to the Required Consenting Creditors.

208. “***Schedules***” means the schedules of assets and liabilities and the statements of financial affairs, if any, Filed by the Debtors under Bankruptcy section 521 and Bankruptcy Rule 1007, as may be modified, supplemented or amended from time to time.

209. “***Scheduling Motion***” means the motion Filed by the Debtors seeking an order scheduling a hearing to consider approval of the Disclosure Statement and a hearing to consider confirmation of the Plan, which hearings may be combined.

210. "***Scheduling Order***" means the order entered by the Bankruptcy Court approving the Scheduling Motion.

211. "***SEC***" means the United States Securities and Exchange Commission.

212. "***Section 510(b) Claim***" means any Claim: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an Affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security; or (c) for reimbursement or contribution Allowed under Bankruptcy Code section 502 on account of such a Claim.

213. "***Secured Claim***" means, when referring to a Claim, a Claim: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected and enforceable pursuant to applicable Law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the creditor's interest in such Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a); or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

214. "***Secured Claims New Equity Interests***" means eighty-eight percent (88%) of the New Equity Interests, which New Equity Interests shall be (a) subject to reduction on account of New Equity Interests purchased pursuant to the Noteholder New Common Equity Investment and (b) subject to dilution by (i) the Management Incentive Plan and (ii) the Warrants.

215. "***Secured Hedge Agreement***" means any Hedge Agreements entered into with any Secured Hedge Provider.

216. "***Secured Hedge Provider***" means the Administrative Agent, a Lead Arranger (as defined in the Credit Agreement), a U.S. Term Loan Lender, a Revolving Lender, an Original EMEA Term Loan Lender, a 2020 EMEA Term Loan Lender or an affiliate of the Administrative Agent, a Lead Arranger, a U.S. Term Loan Lender, a Revolving Lender, an Original EMEA Term Loan Lender or a 2020 EMEA Term Loan Lender (or a Person who was a U.S. Term Loan Lender, a Revolving Lender, an Original EMEA Term Loan Lender, a 2020 EMEA Term Loan Lender or an affiliate of a U.S. Term Loan Lender, a Revolving Lender, an Original EMEA Term Loan Lender or a 2020 EMEA Term Loan Lender at the time of execution and delivery of a Hedge Agreement) (a) who has entered into a Hedge Agreement with Parent or any of its Restricted Subsidiaries (as defined in the Credit Agreement) or (b) that is a party to a Hedge Agreement in existence on the Closing Date (as defined in the Credit Agreement) with Parent or any of its Restricted Subsidiaries, in its capacity as a counterparty to such Hedge Agreement.

217. "***Secured Tax Claim***" means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code section 507(a)(8) (determined irrespective of time limitations), including any related Secured Claim for penalties.

218. "***Securities Act***" means the Securities Act of 1933, as amended.

219. "***Security***" means a security as defined in Bankruptcy Code section 101(49).

220. "***Senior Notes***" means those certain 7.875% Senior Notes due 2024 issued pursuant to the Senior Notes Indenture.

221. "***Senior Notes Claim***" means any Claim on account of the Senior Notes arising and payable under the Senior Notes Indenture.

222. "***Senior Notes Indenture***" means that certain Indenture, dated as of December 22, 2016, by and among Parent (as successor by merger to GTT Escrow Corporation), the guarantors party thereto and the Indenture Trustee (as amended, restated, modified or supplemented from time to time in accordance with its terms).

223. "***Servicer***" means an agent or other authorized representative of Holders of Claims or Interests.

224. "***Solicitation Agent***" means Prime Clerk, LLC, the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

225. "***Solicitation Materials***" means, collectively, the solicitation materials with respect to the Plan, including the Disclosure Statement and the Ballots.

226. "***SPA Released Parties***" means each of the following, solely in its capacity as such: (a) the Sellers (as defined in the I Squared Infrastructure Sale Agreement); (b) the Sellers' Group (as defined in the I Squared Infrastructure Sale Agreement); (c) I Squared; (d) the Buyer's Group (as defined in the I Squared Infrastructure Sale Agreement); and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Persons' current and former affiliates, current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, incorporators, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

227. "***SPA Releasing Parties***" means each of the following, solely in its capacity as such: (a) the Sellers (as defined in the I Squared Infrastructure Sale Agreement); (b) the Sellers' Group (as defined in the I Squared Infrastructure Sale Agreement); (c) I Squared; (d) the Buyer's Group (as defined in the I Squared Infrastructure Sale Agreement); and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Persons' current and former affiliates', current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, incorporators, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

228. "***SPC Subcommittee***" means those members of the Strategic Planning Committee appointed in January 2021 or their applicable successors.

229. "***Spruce House***" means The Spruce House Partnership LLC.

230. "***Strategic Planning Committee***" means the strategic planning committee of Parent's Board of Directors.

231. "***Subscription Form***" means that certain form, to be Filed with the Plan Supplement, to be distributed to the Holders of Senior Notes Claims pursuant to which such Holders may exercise their Subscription Rights, as approved by the Bankruptcy Court under the Confirmation Order.

232. "***Subscription Rights***" means the subscription rights to acquire New Equity Interests in accordance with the Noteholder New Common Equity Investment Documents.

233. "***Term Loan Claims***" means the 2020 EMEA Term Loan Claims, the Original EMEA Term Loan Claims and the U.S. Term Loan Claims.

234. "***Term Loans***" means, collectively, the 2020 EMEA Term Loans, the Original EMEA Term Loans and the U.S. Term Loans.

235. "***Third-Party Releases***" means the releases set forth in Section 8.3 of the Plan.

236. "***U.S. Secured Claims***" means, collectively, the U.S. Term Loan Claims, the Revolving Claims and the Hedging Claims.

237. "***U.S. Term Loan Claim***" means any Claim for principal, plus unpaid interest (including default interest from the Petition Date to the Effective Date), fees and all other obligations, amounts and expenses arising under or in connection with the Credit Agreement held by the U.S. Term Loan Lenders.

238. "***U.S. Term Loan Lenders***" means the lenders party to the Credit Agreement who have extended U.S. Term Loans to Parent and hold U.S. Term Loan Claims.

239. "***U.S. Term Loans***" means any term loans made to Parent pursuant to the Credit Agreement.

240. "***U.S. Trustee***" means the Office of the United States Trustee for the Southern District of New York.

241. "***Unclaimed Distribution***" means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a Holder that has not: (a) accepted a particular distribution; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

242. "***Unexpired Lease***" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

243. "***Unimpaired***" means, with respect to a Class of Claims or Interests, a Class consisting of Claims or Interests that are not Impaired.

244. "***Voting Deadline***" means the date and time by which the Solicitation Agent must actually receive the Ballots, as set forth in the Ballots.

245. "***Voting Record Date***" means the record date for voting on the Plan, which shall be September 22, 2021.

246. "***Warrants***" means the Noteholder Warrants and the Equityholder Warrants.

1.2 Rules of Interpretation

For purposes of the Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof or hereto; (e) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (i) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (j) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like, as applicable; (k) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company Laws; and (l) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

1.3 Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

1.4 Governing Law

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, without giving effect to conflict of Laws principles.

1.5 Reference to Monetary Figures

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

1.6 Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

1.7 Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control. In the event of an inconsistency between the Plan and any Definitive Documents or other documents, schedules or exhibits contained in the Plan Supplement, such Definitive Document or other document, schedule or exhibit shall control. In the event of an inconsistency between the Plan or any Definitive Documents or other documents, schedules or exhibits contained in the Plan Supplement, on the one hand, and the Confirmation Order, on the other hand, the Confirmation Order shall control.

1.8 Consultation, Information, Notice and Consent Rights

Notwithstanding anything in the Plan to the contrary, any and all consultation, information, notice and consent rights of the parties to the Restructuring Support Agreement as set forth in the Restructuring Support Agreement with respect to the form and substance of the Plan, the Plan Supplement, the Confirmation Order and any Definitive Document, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from such documents, shall be incorporated herein by this reference (including the applicable definitions in Article I of the Plan) and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement shall not impair such rights and obligations.

Solely with respect to any consultation, information, notice or consent rights in the Plan, in the event of an inconsistency between the Plan and the Restructuring Support Agreement, the terms of the Restructuring Support Agreement shall control.

ARTICLE II

ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with Bankruptcy Code section 1123(a)(1), General Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

2.1 Administrative Expense Claims

2.1.1 General Administrative Expense Claims

Except to the extent that a Holder of an Allowed General Administrative Expense Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Administrative Expense Claim, each Holder of an Allowed General Administrative Expense Claim, which, for the avoidance of doubt, excludes Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code, will receive in full and final satisfaction of its General Administrative Expense Claim, an amount of Cash equal to the amount of such Allowed General Administrative Expense Claim in accordance with the following: (a) if a General Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed General Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (b) if such General Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such General Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed General Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Administrative Expense Claim without any further action by the Holders of such Allowed General Administrative Expense Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors (with the reasonable consent of the Required Consenting Creditors) or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2.1.2 Professional Fee Claims

(a) Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules. The Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows, including from funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account.

(b) Professional Fee Escrow Account

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Professional Fee Claims owed to the Retained Professionals, such Retained Professionals shall have an Allowed General Administrative Expense Claim for any such deficiency, which shall be satisfied in accordance with Section 2.1.1 of the Plan.

(c) Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Retained Professionals shall estimate in good faith their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors and the Consenting Creditors' Advisors, on or before the Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses. If a Retained Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Retained Professional in consultation with the Consenting Creditors' Advisors; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

(d) Payment of Certain Fees and Expenses

The Debtors and Reorganized Debtors (as applicable) shall pay in Cash all reasonable and documented fees and expenses of the Consenting Creditors' Advisors and the Administrative Agent, in each case in accordance with the terms and conditions of any applicable agreement with the Debtors, including the Credit Agreement, and the Restructuring Support Agreement, and if any such fee and/or expense is unpaid as of the Effective Date such fee and/or expense shall be paid on the Effective Date without application to or approval of the Bankruptcy Court and without any reduction to recoveries of the Holders of Allowed 2018 Credit Facility Claims or Senior Notes Claims.

Prior to or on the Effective Date (and thereafter with respect to fees and expenses relating to post-Effective Date service under the Plan as set forth herein), the Debtors or Reorganized Debtors, as applicable, shall pay in Cash all reasonable outstanding Indenture Trustee Fees and Expenses, documented by summary invoice, without application to or approval of the Bankruptcy Court and without any reduction to recoveries of the Holders of Allowed Senior Notes Claims. For the avoidance of doubt, nothing herein affects the Indenture Trustee's rights to exercise its Charging Lien against distributions to Holders of Senior Notes Claims and all such rights are hereby expressly preserved. The Indenture Trustee shall provide summary invoices to the Debtors no later than two (2) Business Days prior to the Effective Date (subject to redaction to preserve attorney-client privilege). To the extent the Indenture Trustee provides services or incurs reasonable costs or expenses on or after the Effective Date, including reasonable and documented attorneys' fees and expenses, related to or in connection with the Plan, the Confirmation Order or the Senior Notes Indenture, including, without limitation, in connection with making distributions to Holders of Allowed Senior Notes Claims under the Plan and cancellation of the Senior Notes, the Indenture Trustee shall be entitled to receive from the Reorganized Debtors, without further Bankruptcy Court approval, payment, in Cash, as reasonable compensation for such services and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with such services. Upon presentation of a summary invoice, payment and reimbursement of such post-Effective Date reasonable compensation and expenses will be made as soon as reasonably practicable, but in any case within ten (10) Business Days following the Indenture Trustee's provision of summary invoices to the Debtors or Reorganized Debtors, as applicable, of the amount of such reasonable costs or expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall pay in Cash the reasonable and documented legal fees and expenses incurred by the Reorganized Debtors in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. If the Debtors or Reorganized Debtors (as applicable) dispute the reasonableness of any such invoice, the Debtors or Reorganized Debtors (as applicable) or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. The undisputed portion of such reasonable fees and expenses shall be paid as provided herein. Upon the Effective Date, any requirement that Retained Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and each Debtor or Reorganized Debtor (as applicable) may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

(e) Substantial Contribution Compensation and Expenses

Any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4), and/or (5) must file an application and serve such application on counsel for the Debtors or Reorganized Debtors, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code and the Bankruptcy Rules no later than forty (45) days after the Effective Date.

2.2 Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash in an amount equal to such Allowed Priority Tax Claim on the Effective Date or as soon as practicable thereafter or such other treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9). For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with Bankruptcy Code sections 511 and 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy Law, or in the ordinary course of business.

2.3 Statutory Fees

All fees due and payable pursuant to section 1930 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or Reorganized Debtors' business (or such amount agreed to with the U.S. Trustee), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee.

ARTICLE III

CLASSIFICATION, TREATMENT AND VOTING OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests

The Plan constitutes a separate plan proposed by each Debtor within the meaning of Bankruptcy Code section 1121. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with Bankruptcy Code section 1122. In accordance with Bankruptcy Code section 1123(a)(1), the Debtors have not classified Administrative Expense Claims or Priority Tax Claims, as described in Article II of the Plan.

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest is also classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and has not been paid, released or otherwise satisfied or disallowed by Final Order prior to the Effective Date. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be eight (8) Classes for each Debtor other than, for the avoidance of doubt, Class 9, which shall exist solely at GTT Communications, Inc.); *provided* that any Class that does not contain any Allowed Claims or Allowed Interests with respect to a particular Debtor will be treated in accordance with Section 3.5 below.

Below is a chart assigning each Class a number for purposes of identifying each separate Class:

Class	**Claim or Interest**	**Status**	**Voting Rights**
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	2018 Credit Facility Claims	Impaired	Entitled to Vote
4	Senior Notes Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Presumed to Accept
6	Section 510(b) Claims	Impaired	Deemed to Reject
7	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
8	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
9	Existing GTT Equity Interests	Impaired	Deemed to Reject

3.2 Treatment of Classes of Claims and Interests

Except to the extent that the Debtors and a Holder of an Allowed Claim agree to less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim. Unless otherwise indicated, the Holder of an Allowed Claim or an Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

(a) Class 1 — Other Secured Claims

(1) *Classification*: Class 1 consists of all Other Secured Claims.

(2) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim, each Holder thereof shall receive, at the option of the applicable Debtor, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld) if on the Effective Date, or the applicable Reorganized Debtor if after the Effective Date, (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or, in each case, as soon as reasonably practicable thereafter, (b) reinstatement of such Holders' Allowed Other Secured Claim, or (c) such other treatment so as to render such Holder's Allowed Other Secured Claim Unimpaired pursuant to Bankruptcy Code section 1124.

(3) *Voting*: Class 1 is Unimpaired and Holders of Allowed Other Secured Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Accordingly, Holders of Allowed Other Secured Claims in Class 1 are not entitled to vote to accept or reject the Plan.

(b) Class 2 — Other Priority Claims

(1) *Classification*: Class 2 consists of all Other Priority Claims.

(2) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable

thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Other Priority Claim, each Holder thereof shall receive at the option of the applicable Debtor, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld) if on the Effective Date, or the applicable Reorganized Debtor if after the Effective Date, (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or, in each case, as soon as reasonably practicable thereafter or (b) such other treatment so as to render such Holder's Allowed Other Priority Claim Unimpaired pursuant to Bankruptcy Code section 1124.

(3) *Voting*: Class 2 is Unimpaired and Holders of Allowed Other Priority Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Accordingly, Holders of Allowed Other Priority Claims in Class 2 are not entitled to vote to accept or reject the Plan.

(c) Class 3 — 2018 Credit Facility Claims

(1) *Classification*: Class 3 consists of all 2018 Credit Facility Claims.[2]

(2) *Allowance:* On the Effective Date:

(A) the U.S. Term Loan Claims shall be deemed Allowed in the aggregate principal amount of $870,394,353.81, plus all other amounts constituting U.S. Term Loan Claims;

(B) the Revolving Claims shall be deemed Allowed in the aggregate principal amount of $38,130,907.46, plus all other amounts constituting Revolving Claims;

(C) the Hedging Claims shall be deemed Allowed in the aggregate amount of $26,073,009.23;

(D) the Original EMEA Term Loan Claims shall be deemed Allowed in the aggregate principal amount of $435,565,988.07 plus all other amounts constituting Original EMEA Term Loan Claims; and

(E) the 2020 EMEA Term Loan Claims shall be deemed Allowed in the aggregate principal amount of $70,093,110.06, plus all other amounts constituting 2020 EMEA Term Loan Claims.

(3) *Treatment*: Subject to Section 4.2 of the Plan and except to the extent that a Holder of an Allowed 2018 Credit Facility Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed 2018 Credit Facility Claim, each Holder thereof (or its designated Affiliate, managed fund or account or other designee) shall receive:

(A) its *pro rata*[3] share of and interest in the following:

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[2] The aggregate principal amount of each tranche of Term Loan Claims provided herein accounts for amortization payments scheduled to be made to Holders of such Term Loan Claims on September 30, 2021.

[3] The relative recoveries among the tranches of 2018 Credit Facility Claims shall be the same *pro rata* split that was used to effectuate the distribution of proceeds from the I Squared Infrastructure Sale, including through use of the Exchange Rate (as defined in the I Squared Infrastructure Sale Agreement) to calculate the *pro rata* split. On the Effective Date, each Holder of a given 2018 Credit Facility Claim will receive its *pro rata* share as calculated based on the proportion such Allowed 2018

a. the New GTT Term Loans;

b. the Secured Claims New Equity Interests;

c. the Noteholder New Common Equity Investment Cash (if any);

d. any Excess Cash;[4]

e. the I Squared Deferred Consideration, in accordance with Section 4.3 of the Plan;[5] and

(B) Cash (in the currency of the relevant underlying loans) in an amount equal to all accrued but unpaid prepetition interest and, pursuant to the Cash Collateral Orders, postpetition interest with respect to such 2018 Credit Facility Claim at the applicable default interest rate under the Credit Agreement from the Petition Date through and including the Effective Date.

(4) *Voting*: Class 3 is Impaired. Accordingly, Holders of Class 3 2018 Credit Facility Claims are entitled to vote to accept or reject the Plan.

(d) Class 4 — Senior Notes Claims

(1) *Classification*: Class 4 consists of all Senior Notes Claims.

(2) *Allowance:* On the Effective Date, the Senior Notes Claims shall be deemed Allowed in the aggregate principal amount of $575,000,000.00, plus accrued and unpaid interest as of the Petition Date.

(3) *Treatment*: Except to the extent that a Holder of an Allowed Senior Notes Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Senior Notes Claim, each Holder thereof shall receive its Pro Rata share of:

(A) the Noteholder New Equity Interests;

(B) the Noteholder Warrants; and

(C) the right to participate in the Noteholder New Common Equity Investment in accordance with Section 4.7 of the Plan.

(4) *Voting*: Class 4 is Impaired. Accordingly, Holders of Class 4 Senior Notes Claims are entitled to vote to accept or reject the Plan.

Credit Facility Claim (*e.g.*, an Allowed U.S. Term Loan Claim) bears to the aggregate amount of all such Allowed 2018 Credit Facility Claims (*e.g.*, all Allowed U.S. Term Loan Claims). As a result of the Original EMEA Settlement Turnover, Holders of U.S. Secured Claims will receive additional New Equity Interests under the Plan and the Original EMEA Cash Turnover Recipients will receive additional Cash under the Plan.

[4] Payments in respect of Excess Cash, if any, shall be paid to Holders of 2018 Credit Facility Claims in the currency of the relevant underlying loans such Holder holds and shall be funded first, with Retained Cash Proceeds on deposit in the Designated Control Account (as defined in the Credit Agreement) on the Effective Date that constitute Excess Cash and thereafter, with all other Excess Cash.

[5] Payments of I Squared Deferred Consideration shall be paid by the Reorganized Debtors upon receipt to Holders of 2018 Credit Facility Claims in the currency of the relevant underlying loans such Holder holds.

(e) Class 5 — General Unsecured Claims

(1) *Classification*: Class 5 consists of all General Unsecured Claims.

(2) *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtor against which such General Unsecured Claim is asserted agree to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive (a) satisfaction of its Allowed General Unsecured Claim in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction and/or agreement giving rise to such Allowed General Unsecured Claim or (b) payment in full in Cash on the date such Allowed General Unsecured Claim becomes payable as if the Chapter 11 Cases had not been commenced; *provided*, that notwithstanding anything herein to the contrary, claims for rejection damages in connection with any Unexpired Lease shall be subject to the limitations of Bankruptcy Code section 502(b)(6).

(3) *Voting*: Class 5 is Unimpaired and Holders of Class 5 General Unsecured Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Accordingly, Holders of Class 5 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

(f) Class 6 — Section 510(b) Claims

(1) *Classification*: Class 6 consists of all Section 510(b) Claims.

(2) *Treatment*: All Section 510(b) Claims will be canceled, released, discharged and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(3) *Voting*: Holders of Section 510(b) Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Accordingly, Holders of Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

(g) Class 7 — Intercompany Claims

(1) *Classification*: Class 7 consists of all Intercompany Claims.

(2) *Treatment*: Subject to the Restructuring Transactions, on the Effective Date, each Intercompany Claim shall, at the option of the applicable Debtor (with the consent of the Required Consenting Creditors, which consent shall not be unreasonably withheld) or Reorganized Debtor, as applicable, be adjusted, Reinstated or canceled and released without any distribution.

(3) *Voting*: Holders of Intercompany Claims are either Unimpaired, and such Holders of Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Accordingly, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject the Plan.

(h) Class 8 — Intercompany Interests

(1) *Classification*: Class 8 consists of all Intercompany Interests.

(2) *Treatment*: Subject to the Restructuring Transactions, on the Effective Date, Intercompany Interests shall, at the option of the applicable Debtor (with the consent of the Required Consenting Creditors, which consent shall not be unreasonably withheld) or the Reorganized Debtor, as applicable, be adjusted, Reinstated or cancelled and released without any distribution.

(3) *Voting*: Holders of Intercompany Interests are either Unimpaired, and such Holders of Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Accordingly, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

(i) Class 9 — Existing GTT Equity Interests

(1) *Classification*: Class 9 consists of all Existing GTT Equity Interests.

(2) *Treatment*: Except to the extent that a Holder of an Allowed Existing GTT Equity Interest agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Existing GTT Equity Interest, each Holder thereof shall receive its Pro Rata share of the Equityholder Warrants.

(3) *Voting*: The Debtors have not solicited the votes of Holders of Class 9 Interests because rejection of the Plan by Class 9 has been assumed by the Debtors for purposes of Confirmation.

3.3 Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim.

3.4 Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class thereof, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.5 Elimination of Vacant Classes

With respect to each Debtor, any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing, shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

3.6 Voting Classes; Presumed Acceptance and Deemed Rejection by Non-Voting Classes

Holders of Class 3 Claims and Holders of Class 4 Claims as of the Voting Record Date are entitled to vote to accept or reject the Plan.

With respect to each Debtor, if a Class contains Claims or Interests eligible to vote and no Holder of Claims or Interests eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Interests in such Class.

An Impaired Class of Claims shall be deemed to have accepted the Plan if, not counting any Holder designated pursuant to Bankruptcy Code section 1126(e), (a) Holders of at least two-thirds in amount of the Allowed Claims held by Holders who actually voted in such Class have voted to accept the Plan, and (b) Holders of more than one-half in number of the Allowed Claims held by Holders who actually voted in such Class have voted to accept the Plan.

Classes 1, 2, 5 and, depending on their respective treatment, Classes 7 and 8, are Unimpaired under the Plan. Holders of Claims in such Classes are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and are not entitled to vote to accept or reject the Plan.

Class 6 and, depending on their respective treatment, Classes 7 and 8, are Impaired under the Plan. Holders of Claims in such Classes are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g) and are not entitled to vote to accept or reject the Plan.

Class 9 is Impaired under the Plan. The Debtors have not solicited the votes of Holders of Class 9 Interests because rejection of the Plan by Class 9 has been assumed by the Debtors for purposes of Confirmation.

3.7 Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)

The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting or deemed rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan (subject to the terms of the Restructuring Support Agreement) to the extent that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by (a) modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules and (b) withdrawing the Plan as to an individual Debtor at any time before the Confirmation Date.

3.8 Intercompany Claims and Intercompany Interests

To the extent Reinstated under the Plan, the Intercompany Claims and Intercompany Interests shall be Reinstated for the ultimate benefit of the holders of the New Equity Interests and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims. Distributions on account of the Intercompany Claims and Intercompany Interests are not being received by Holders of such Intercompany Claims and Interests on account of their Intercompany Claims and Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign Affiliates and subsidiaries of the Debtors. For the avoidance of doubt, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Claims and Intercompany Interests shall be held or owned by the same Reorganized Debtor that corresponds with the Debtor that held or owned such Intercompany Claims and Intercompany Interests prior to the Effective Date.

3.9 Letters of Credit

Any Letters of Credit which support the Infrastructure Business shall be replaced or backstopped by the issuance of new letters of credit obtained by I Squared in accordance with the I Squared Infrastructure Sale Agreement, and any Letters of Credit which do not support the Infrastructure Business shall, on the Effective Date, be replaced or backstopped by the issuance of new letters of credit obtained under the Exit Revolving Credit Facility (or other letter of credit facility established for the account of the Reorganized Debtors, as determined by the Debtors, with the consent of the Required Consenting 2018 Credit Facility Creditors, which consent shall not be unreasonably withheld, conditioned, or delayed). Upon the replacement or termination of any Letters of Credit, any cash collateral securing such replaced or terminated Letters of Credit held by such Letter of Credit issuer shall be returned to the Debtors or the Reorganized Debtors, as applicable. In the event that a Letter of Credit is drawn during the pendency of the Chapter 11 Cases and funded by the issuing bank under the Credit Agreement, the issuing bank shall be entitled to reimbursement from the cash collateral securing such Letter of Credit.

3.10 Subordination

The allowance, classification and treatment of satisfying all Allowed Claims and Interests under the Plan takes into consideration any and all subordination rights, whether arising by contract or under general principles of equitable subordination, Bankruptcy Code sections 510(b) or (c), or otherwise. On the Effective Date and subject to the provisions of the Plan, any and all subordination rights or obligations that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims (including, for the avoidance of doubt, distributions to Holders of Allowed Claims in Class 3 and Class 4) will not be subject to turnover or payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; *provided*, that any such subordination rights shall be preserved in the event the Confirmation Order is vacated, the Effective Date does not occur in accordance with the terms hereunder or the Plan is revoked or withdrawn.

ARTICLE IV

PROVISIONS FOR IMPLEMENTATION OF THE PLAN

4.1 General Settlement of Claims and Interests

Pursuant to Bankruptcy Code sections 363 and 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the occurrence of the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and Holders of Claims and Interests and is fair, equitable and is within the range of reasonableness. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be, and shall be, final.

4.2 2020 EMEA Settlement Turnover / Original EMEA Settlement Turnover

The Plan shall effectuate the terms of the Original EMEA Settlement Turnover and the 2020 EMEA Settlement Turnover in accordance with the terms of the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment, including through the Plan distributions to Holders of 2018 Credit Facility Claims.

Accordingly:

a. (i) the Original EMEA Cash Turnover Amount that otherwise would be distributable to the Holders of U.S. Secured Claims shall be distributed instead to the Original EMEA Cash Turnover Recipients and (ii) the Original EMEA Equity Turnover Interests that otherwise would be distributable to the Original EMEA Cash Turnover Recipients will instead be distributed to the Holders of U.S. Secured Claims, in each case, subject to the right of each 2020 EMEA Cash Turnover Recipient to opt out of the right to receive the Original EMEA Cash Turnover Amount and the obligation to turn over its *pro rata* share of the Original EMEA Equity Turnover Interests pursuant to the terms of the 2020 EMEA Opt Out;

b. any Original EMEA Term Loan Claims that were not held by Original EMEA Cash Turnover Recipients as of the close of trading on September 13, 2021 are not Original EMEA Settlement-Eligible Term Loan Claims and not subject to the Original EMEA Settlement Turnover; and

c. the 2020 EMEA Cash Turnover Amount that otherwise would have been distributable to the Holders of U.S. Secured Claims and Original EMEA Term Loan Claims was distributed instead to the 2020 EMEA Cash Turnover Recipients and for the avoidance of doubt, and notwithstanding anything to the contrary herein, remains subject to the terms of the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment.

For the avoidance of doubt, and notwithstanding anything herein to the contrary, the 2020 EMEA Settlement Turnover remains subject to the disgorgement provisions set forth in the Restructuring Term Sheet, and the Distribution Agent shall comply with such provisions when making distributions to the 2020 EMEA Cash Turnover Recipients.

4.3 I Squared Deferred Consideration

Upon receipt by any of the Reorganized Debtors (or an Affiliate thereof) of the I Squared Deferred Consideration, one or more of the Reorganized Debtors or Affiliates thereof shall distribute the I Squared Deferred Consideration received pursuant to the I Squared Infrastructure Sale Agreement to the Holders of Allowed Class 3 Claims in accordance with the terms hereof.

4.4 Restructuring Transactions

On or about the Effective Date, the Debtors or the Reorganized Debtors, in each case with the reasonable consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld, conditioned, or delayed), may take all actions as may be necessary or appropriate to effectuate the transactions and the Debtors' restructuring described in, approved by, contemplated by, or necessary to effectuate the Plan and the Restructuring Support Agreement (collectively, the "***Restructuring Transactions***"), including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution or liquidation containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the requirements of applicable Law and any other terms to which the applicable Entities may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and the Restructuring Support Agreement and having other terms for which the applicable Entities agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion or dissolution (including in respect of the dissolution of any Debtors) pursuant to applicable state Law; (d) such other transactions that are required to effectuate the Restructuring Transactions in the most tax efficient manner for the Debtors and the Consenting Stakeholders, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions or liquidations; and (e) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable Law.

The Confirmation Order shall, and shall be deemed to, pursuant to both Bankruptcy Code sections 1123 and 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan.

4.5 New Equity Interests

All Existing GTT Equity Interests shall be cancelled as of the Effective Date. Subject to the Restructuring Transactions, the Reorganized Parent shall issue and distribute, or otherwise transfer, the New Equity Interests directly or indirectly to the Holders of Allowed Claims in Classes 3 and 4 pursuant to the Plan, subject to the Indenture Trustee's Charging Lien, as applicable to the Noteholder New Equity Interests. The issuance of the New Equity Interests shall be authorized without the need for any further corporate action and without any further action by the Debtors, Reorganized Debtors, Reorganized Parent or any of their equity holders, members, directors, management, officers or employees, as applicable. The issuance and distribution, or other transfer, on the Effective Date of New Equity Interests to the Distribution Agent for the benefit of Holders of Allowed Claims in Class 3 and Class 4 (as applicable) in accordance with the terms of the Plan shall be deemed authorized upon the entry of the Confirmation Order. All New Equity Interests issued under the Plan shall be duly authorized, validly issued, fully paid and non-assessable (as applicable).

4.6 Noteholder Warrants

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Parent shall, subject to the Indenture Trustee's Charging Lien, issue and distribute, or otherwise transfer, the Noteholder Warrants directly or indirectly to the Holders of Allowed Claims in Class 4, the terms of which will be set forth in the Noteholder Warrant Agreement. Confirmation of the Plan shall be deemed approval of the Noteholder Warrants and the Noteholder Warrant Agreement, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Parent in connection therewith, and authorization for the Reorganized Parent to enter into and execute the Noteholder Warrant Agreement and such other documents as may be required to effectuate the treatment afforded by the Noteholder Warrants. All of the Noteholder Warrants issued pursuant to the Plan and any New Equity Interests issued pursuant to the exercise of such Noteholder Warrants shall be duly authorized, validly issued, and non-assessable.

For the avoidance of doubt, the issuance of the Noteholder Warrants and the New Equity Interests issued upon the exercise of the Noteholder Warrants shall be exempt from the registration requirement of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law.

4.7 Noteholder New Common Equity Investment

The Noteholder New Common Equity Investment will be effectuated through the Rights Offering that will allow eligible Holders of Senior Notes Claims to invest up to $50 million (in the aggregate) to acquire New Equity Interests on a Pro Rata basis at a share price that implies an enterprise value that would result in par plus accrued recovery for Holders of 2018 Credit Facility Claims as of the Effective Date. The Rights Offering will be effectuated through the Rights Offering Procedures, as will be set forth in the Plan Supplement, which will grant such eligible Holders of Senior Notes Claims with Subscription Rights to acquire New Equity Interests on the Effective Date. The Rights Offering will commence after entry of the Confirmation Order by the Bankruptcy Court.

For the avoidance of doubt, any New Equity Interests purchased pursuant to the Noteholder New Common Equity Investment will reduce the Secured Claims New Equity Interests and shall not reduce the Noteholder New Equity Interests. The issuance of the Subscription Rights to each eligible Holder of a Senior Notes Claim, and the resulting issuance of the New Equity Interests (if any), pursuant to the Noteholder New Common Equity Investment, shall be exempt from the registration requirements of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law. To the Debtors' knowledge, as of the date of filing of this Plan, all Holders of Senior Notes Claims are eligible to participate in the Noteholder new Common Equity Investment.

4.8 Equityholder Warrants

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Parent shall issue and distribute, or otherwise transfer, the Equityholder Warrants directly or indirectly to the Holders of Allowed Existing GTT Equity Interests in Class 9, the terms of which will be set forth in the Equityholder Warrant Agreement. Confirmation of the Plan shall be deemed approval of the Equityholder Warrants and the Equityholder Warrant Agreement, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Parent in connection therewith, and authorization for the Reorganized Parent to enter into and execute the Equityholder Warrant Agreement and such other documents as may be required to effectuate the treatment afforded by the Equityholder Warrants. All of the Equityholder Warrants issued pursuant to the Plan and any New Equity Interests issued pursuant to the exercise of such Equityholder Warrants shall be duly authorized, validly issued, and non-assessable.

For the avoidance of doubt, the issuance of the Equityholder Warrants and the New Equity Interests issued upon the exercise of the Equityholder Warrants shall be exempt from the registration requirement of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law.

4.9 Exit Revolving Credit Facility

In advance of the Effective Date, the Debtors may, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld, conditioned, or delayed), seek to obtain the Exit Revolving Credit Facility and, if so sought and obtained, on the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors shall enter into the Exit Revolver Documentation setting forth the terms of the Exit Revolving Credit Facility. Confirmation of the Plan shall be deemed to constitute (i) authorization for the Reorganized Debtors to execute and deliver the Exit Revolver Documentation and such other documents as may be required to effectuate the Exit Revolving Credit Facility, (ii) approval of the Exit Revolving Credit Facility and the Exit Revolver Documentation and (iii) approval of all transactions contemplated thereby and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses and other payments (including any backstop payments) provided for therein.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the Exit Revolver Documentation (a) shall be deemed to be granted, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Revolver Documentation, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Revolver Documentation, (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and (e) shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all Governmental Approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests to third parties.

4.10 New GTT Term Loan Facility

On the Effective Date, or as soon as reasonably practicable thereafter, the applicable Reorganized Debtors shall incur the New GTT Term Loans under the New GTT Term Loan Facility and the applicable Reorganized Debtors and their applicable direct and indirect subsidiaries shall provide any guarantees thereof, on the terms set forth in the New GTT Term Loan Documentation. Confirmation shall be deemed approval of the New GTT Term Loan Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith) and the incurrence of the New GTT Term Loans to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to incur the New GTT Term Loans and related guarantees, including entrance into the New GTT Term Loan Documentation, without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order or rule or vote, consent, authorization or approval of any Person, subject to such modifications as the Reorganized Debtors, with the consent of the Required Consenting Creditors may deem to be necessary to consummate the New GTT Term Loan Facility.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the New GTT Term Loan Documentation (a) shall be deemed to be granted, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New GTT Term Loan Documentation, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New GTT Term Loan Documentation and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all Governmental Approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests to third parties.

4.11 Exemption from Registration Requirements

The offering, issuance and distribution of the New Equity Interests (including any New Equity Interests issued upon the exercise of the Warrants or through the Noteholder New Common Equity Investment), the Noteholder Warrants, and/or the Equityholder Warrants issued to Holders of (a) 2018 Credit Facility Claims, (b) Senior Notes Claims or (c) Existing GTT Equity Interests, as applicable, in each case after the Petition Date, on account of their Claims (or through the Noteholder New Common Equity Investment) and Interests, will be issued under the Plan without registration under the Securities Act or any similar federal, state or local Law in reliance on Bankruptcy Code section 1145(a) to the maximum extent permitted by Law, or, if section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities Laws. The offering, issuance and distribution (if applicable) of any Securities before the Petition Date and Securities issuable pursuant to the Management Incentive Plan will be issued pursuant to section 4(a)(2) of the Securities Act, and/or any other available exemption from registration under the Securities Act, as applicable.

Except as otherwise provided in the Plan or the governing certificates or instruments, any and all New Equity Interests, Noteholder Warrants or Equityholder Warrants issued under the Plan (excluding Securities issuable under the Management Incentive Plan) will be freely tradable under the Securities Act by the recipients thereof, subject to (a) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities Laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments, (b) the restrictions, if any, on the transferability of such Securities and instruments and (c) any other applicable regulatory approvals.

The issuance of Subscription Rights to each Noteholder to participate in the Noteholder New Common Equity Investment shall be exempt from the registration requirements of the securities Laws as a result of Bankruptcy Code section 1145 or, if Bankruptcy Code section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities Laws.

New Securities issued under the Management Incentive Plan pursuant to section 4(a)(2) of the Securities Act, if any, will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

The ownership of the New Equity Interests, the Noteholder Warrants or the Equityholder Warrants will be through the facilities of the DTC (other than in the case of new Securities issued under the Management Incentive Plan that are restricted Securities under the Securities Act), and the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests, the Noteholder Warrants or the Equityholder Warrants under applicable securities Laws.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests, the Noteholder Warrants and/or the Equityholder Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. DTC shall be required to accept and conclusively rely upon the Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests, the Noteholder Warrants and/or the Equityholder Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

4.12 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein, or in any agreement, instrument or other document incorporated in the Plan (including with respect to the Restructuring Transactions and the New GTT Financing Documentation), on the Effective Date, pursuant to Bankruptcy Code sections 1141(b) and (c), all property in each Debtor's Estate, all Causes of Action (other than any Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan) and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges and/or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4.13 Cancellation of Instruments, Certificates and Other Documents

On the Effective Date, except as otherwise provided in the Plan: (a) the obligations of the Debtors under the Credit Agreement, the Senior Notes Indenture and any Existing GTT Equity Interests, certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Interest, including, for the avoidance of doubt, any and all shareholder or similar agreements related to Existing GTT Equity Interests, shall be cancelled and the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder; and (b) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged; *provided* that notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of an Allowed Claim shall continue in effect solely for purposes of enabling such Holder to receive distributions under the Plan on account of such Allowed Claim as provided herein; *provided*, *further*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan; *provided*, *further*, that nothing in this section shall effect a cancellation of any New GTT Term Loans, Intercompany Interests or Intercompany Claims.

Notwithstanding Confirmation, the occurrence of the Effective Date or anything to the contrary herein, any agreement that governs the rights of a Holder of an Allowed Claim, including the Credit Agreement and the Senior Notes Indenture, shall continue in effect solely to the extent necessary to: (a) permit the Debtors or the Reorganized Debtors to make Plan distributions on account of the Allowed Claims as provided herein; (b) allow the Administrative Agent and the Indenture Trustee to receive distributions under the Plan and to distribute them to the applicable Holders (in the case of the Indenture Trustee, subject to any Charging Lien) in accordance with the terms of the Credit Agreement, the Senior Notes Indenture and the Plan, as applicable, and allow the Administrative Agent and the Indenture Trustee, as "Distribution Agents" under the Plan, to make post-Effective Date distributions (in the case of the Indenture Trustee, subject to any Charging Lien) or take such other action pursuant to the Plan on account of the 2018 Credit Facility Claims or the Senior Notes Claims, as applicable, and to otherwise exercise their rights related to the interest of the Holders of Allowed 2018 Credit Facility Claims and Allowed Senior Notes Claims, as applicable, in accordance with the Plan; (c) permit the Administrative Agent and the Indenture Trustee to seek compensation and/or reimbursement of fees and expenses (including any reasonable Indenture Trustee Fees and Expenses) in accordance with the terms of the Credit Agreement, the Senior Notes Indenture, the Plan, the Cash Collateral Orders and the Confirmation Order, as applicable; (d) allow the Administrative Agent and the Indenture Trustee to enforce their rights, claims and interests against any party other than the Debtors; (e) preserve any rights of the Administrative Agent and the Indenture Trustee to payment of fees, expenses and indemnification obligations as against any money or property distributable to Holders of Claims under the Credit Agreement and the Senior Notes Indenture, respectively, including any rights to priority of payment and, in the case of the Indenture Trustee, to exercise the Charging Lien; (f) permit the Administrative Agent and the Indenture Trustee to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or an appellate court, including to enforce any obligation owed to the Administrative Agent or the Indenture Trustee or other Holders of Claims under the Credit Agreement or the Senior Notes Indenture, as applicable; (g) allow the Administrative Agent and the Indenture Trustee to maintain any right of indemnification, exculpation, contribution or subrogation under the Credit Agreement, the Senior Notes Indenture or any other agreement that governs such rights; and (h) permit the Administrative Agent and Indenture Trustee to perform any function necessary to effectuate any of the foregoing, as applicable; *provided* that nothing in this Section 4.13 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any liability or expense to the Reorganized Debtors. Except for the foregoing, on and after the Effective Date, all duties and responsibilities of the Administrative Agent under the Credit Agreement and the Indenture Trustee under the Senior Notes Indenture shall terminate and shall be fully discharged and released.

On and after the final distribution on account of the Allowed Senior Notes Claims, the Senior Notes shall be deemed to be worthless, and DTC shall take down the relevant positions at the request of the Indenture Trustee, without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors or the Indenture Trustee.

4.14 Sources for Plan Distributions and Transfers of Funds Among Debtors

The Debtors shall fund distributions under the Plan with: (a) Cash on hand, including Cash from operations, remaining Retained Cash Proceeds, Excess Cash and Noteholder New Common Equity Investment Cash (if any); (b) if applicable, the proceeds of the Exit Revolving Credit Facility; (c) the New Equity Interests; (d) the Noteholder Warrants; (e) the Equityholder Warrants; (f) the New GTT Term Loans; (g) the I Squared Deferred Consideration; and (h) Subscription Rights in connection with the Noteholder New Common Equity Investment. Cash payments to be made pursuant to the Plan will be made by the Debtors or the Reorganized Debtors, as applicable. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to make the payments and distributions required by the Plan. Except as set forth herein or in the Disclosure Statement, and to the extent consistent with any applicable limitations set forth in any applicable post-Effective Date agreement (including the New GTT Financing Documentation and New Corporate Governance Documents), any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New GTT Financing Documentation and New Corporate Governance Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the Boards of Directors of the applicable Reorganized Debtors deem appropriate.

4.15 Corporate Action

Subject to the Restructuring Support Agreement, upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, the Reorganized Debtors or any other Entity, including: (a) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (b) selection of the directors, managers and officers for the Reorganized Debtors, including the appointment of the New Board; (c) the execution, entry into, delivery and filing of the Noteholder Warrant Agreement; (d) the execution, entry into, delivery and filing of the Equityholder Warrant Agreement; (e) the execution, entry into, delivery and filing of the Exit Revolver Documentation, as applicable; (f) the execution, entry into, delivery and filing of the New GTT Term Loan Documentation, as applicable; (g) the adoption and/or filing of the New Corporate Governance Documents; (h) the issuance and distribution, or other transfer, of the New Equity Interests as provided in the Plan; (i) implementation of the Restructuring Transactions, including the Noteholder New Common Equity Investment that will be effectuated through the Rights Offering; and (j) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

All matters provided for in the Plan involving the corporate structure of the Reorganized Debtors, and any corporate action required in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors or Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized Parent or the other Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, Securities and instruments contemplated by the Plan (or necessary or desirable to effectuate the Restructuring Transactions) in the name of and on behalf of Reorganized Parent and the other Reorganized Debtors, as applicable, including the Noteholder Warrant Agreement, the Equityholder Warrant Agreement, the New GTT Financing Documentation and any and all other agreements, documents, Securities and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court. The authorizations and approvals contemplated by this Section 4.15 shall be effective notwithstanding any requirements under non-bankruptcy Law.

4.16 Corporate Existence

Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement (including the New Corporate Governance Documents), on and after the Effective Date, each Reorganized Debtor shall continue to exist as a separate corporation, limited liability company, partnership or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership or other form of entity, as the case may be, pursuant to the applicable Law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation or bylaws (or other analogous formation documents) is amended by the Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal Law).

4.17 New Corporate Governance Documents

On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended as may be required to be consistent with the provisions of the Plan, the Governance Term Sheet, the Noteholder Warrant Agreement, the Equityholder Warrant Agreement, the New GTT Financing Documentation, as applicable, and the Bankruptcy Code. The New Corporate Governance Documents shall, among other things: (a) authorize the issuance of the New Equity Interests; (b) authorize the issuance of the Warrants; (c) authorize the incurrence of the Exit Revolving Loans and the New GTT Term Loans; and (d) pursuant to and only to the extent required by Bankruptcy Code section 1123(a)(6), include a provision prohibiting the issuance of non-voting equity Securities. Subject to Section 4.18 of the Plan, each Reorganized Debtor may amend and restate its certificate of incorporation and other formation and constituent documents as permitted by the Laws of its respective jurisdiction of formation and the terms of the New Corporate Governance Documents, the Governance Term Sheet and the Plan.

4.18 Indemnification Provisions in Organizational Documents

Notwithstanding anything to the contrary in the Plan, upon the Effective Date, all Indemnification Provisions shall, to the fullest extent permitted under applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors) (a) be deemed and treated as Executory Contracts to be assumed by the Reorganized Debtors, as applicable, under the Plan, (b) remain in full force and effect after the Effective Date and be continuing obligations of the Reorganized Debtors and their subsidiaries consistent with their terms, (c) not be discharged, impaired or otherwise affected in any way, including by the Plan or the Confirmation Order, and (d) survive Unimpaired and unaffected, irrespective of when such obligation arose, including before, on or after the Petition Date.

4.19 Section 1146(a) Exemption

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, in furtherance of or in connection with the Plan (including as a result of the Restructuring Transactions), including: (a) the issuance, distribution, transfer or exchange of any Security of the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; (d) the grant of collateral as security for the Exit Revolving Credit Facility or the New GTT Term Loan Facility, as applicable; or (e) the making, delivery or recording of any deed or other instrument of transfer, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

4.20 Directors and Officers of the Reorganized Debtors

(a) The New Board

As of the Effective Date, the terms of the current members of the Parent's Board of Directors shall expire, and, without further order of the Bankruptcy Court, the New Board shall be appointed in accordance with the Governance Term Sheet and the New Corporate Governance Documents. Pursuant and subject to the terms of the Governance Term Sheet and New Corporate Governance Documents, the New Board will initially consist of seven (7) directors, including (a) the Chief Executive Office of Parent, (b) one (1) director designated by the Required Consenting Noteholders and (c) five (5) directors designated by the Required Consenting 2018 Credit Facility Creditors. To the extent known, the identity of the members of the New Board will be disclosed in the Plan Supplement or prior to the conclusion of the Confirmation Hearing. As of the Effective Date, the directors of each of the other Reorganized Debtors shall consist of either the existing directors of such Entity or such persons as designated in the Plan Supplement or prior to the conclusion of the Confirmation Hearing, and remain in such capacities as directors of the applicable Reorganized Debtor until replaced or removed in accordance with the organizational documents and New Corporate Governance Documents of the applicable Reorganized Debtors.

From and after the Effective Date, each director (or director equivalent) of the Reorganized Debtors shall serve pursuant to the terms of the respective Reorganized Debtor's charters and bylaws or other formation and constituent documents, and the applicable Laws of the respective Reorganized Debtor's jurisdiction of formation.

(b) Senior Management

Subject to this Section 4.20 and Section 4.21, the officers of the Debtors as of the Petition Date shall remain in their current capacities as officers of the Reorganized Debtors, in each case subject to the ordinary rights and powers of the New Board to remove or replace them in accordance with the Reorganized Debtors' organizational documents and any applicable employment agreements that are assumed pursuant to the Plan.

4.21 Employee Arrangements of the Reorganized Debtors

On the Effective Date, the Reorganized Debtors shall either: (a) assume all Compensation and Benefits Programs; or (b) in accordance with the terms and conditions set forth in Section 5.02(f) of the Restructuring Support Agreement, (i) if a Person subject to a Compensation or Benefits Program has agreed, amend such Compensation and Benefits Program with respect to such Person or (ii) enter into new agreements with such Persons on terms and conditions acceptable to the Reorganized Debtors, based on approval by the New Board (or the new Board of Directors of the applicable Reorganized Debtor), and such Person; *provided* that any Compensation and Benefits Program that constitutes a D&O Liability Insurance Policy or an Indemnification Provision shall be assumed pursuant to clause (a) of this Section 4.21. Notwithstanding the foregoing, pursuant to Bankruptcy Code section 1129(a)(13), from and after the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable Law.

Any assumption of Compensation and Benefits Programs pursuant to the Plan and any of the Restructuring Transactions shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein (unless a Compensation and Benefits Program counterparty timely objects to the assumption contemplated by the Plan in which case any such Compensation and Benefits Program shall be deemed rejected as of immediately prior to the Petition Date). No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

4.22 Management Incentive Plan

The Management Incentive Plan shall be established as of the Effective Date and have a pool of ten percent (10%) of the New Equity Interests (the "***MIP Pool***") determined on a fully-diluted basis, excluding the New Equity Interests issuable upon exercise of the Warrants and subject to adjustment as described below. As soon as practicable following the issuance of New Equity Interests issued in connection with the exercise of any Noteholder Warrants or Equityholder Warrants (the "***Additional New Equity Interests***"), the MIP Pool will be equitably increased to reflect the dilutive effect of the Additional New Equity Interests, and any awards previously awarded under the Management Incentive Plan will be equitably adjusted to prevent dilution or enlargement with respect to such awards and such adjusted awards will reduce the amount of the MIP Pool (as adjusted) that is available for subsequent grants, subject to the terms of the Management Incentive Plan with respect to share usage. The form, terms, allocation and vesting of awards and other terms and conditions of the Management Incentive Plan shall be mutually agreed upon prior to the Effective Date by (x) the Parent's Chief Executive Officer and (y) the SPC Subcommittee and shall be reasonably acceptable to the Required Consenting Creditors.

4.23 FCC Applications and Governmental Regulatory Applications

The FCC Applications and Governmental Regulatory Applications with respect to the Restructuring Transactions will be filed as soon as reasonably practicable after the filing of the Plan. The Debtors or the Reorganized Debtors, as applicable, shall diligently prosecute the FCC Applications and the Governmental Regulatory Applications, and shall promptly provide such additional documents or information requested by the FCC or any Governmental Regulatory Authority in connection with the review of the foregoing.

Any agreements with or commitments to the FCC or any Governmental Regulatory Authorities by the Debtors, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required approvals, shall require the prior approval of the Required Consenting Creditors, which approval shall not be unreasonably withheld.

4.24 Preservation of Causes of Action

Unless any Causes of Action are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, including pursuant to Article VIII of the Plan or a Final Order, in accordance with Bankruptcy Code section 1123(b), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, including pursuant to Article VIII of the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Section 4.24 include any claim or Cause of Action with respect to, or against, a Released Party.

In accordance with Bankruptcy Code section 1123(b)(3), any Causes of Action preserved pursuant to the first paragraph of this Section 4.24 that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order or approval of the Bankruptcy Court.

4.25 <u>Release of Certain Avoidance Actions</u>

On the Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Causes of Action under Bankruptcy Code section 547, and the Debtors, the Reorganized Debtors and any of their successors or assigns, and any Entity acting on behalf of the Debtors or the Reorganized Debtors, shall be deemed to have waived the right to pursue any and all such Causes of Action under Bankruptcy Code section 547.

ARTICLE V

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 <u>Assumption and Rejection of Executory Contracts and Unexpired Leases</u>

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease shall, in consultation with the Consenting Creditors' Advisors, be deemed assumed, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365, unless such Executory Contract or Unexpired Lease: (a) was previously assumed or rejected; (b) previously expired or terminated pursuant to its own terms; (c) was the subject of a motion to reject, which motion was Filed on or before the Confirmation Date; (d) is the subject of a motion to assume or assume and assign, which motion was Filed on or before the Confirmation Date; or (e) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases; *provided*, that the rejection of any Executory Contract or Unexpired Lease shall be subject to the consent of the Required Consenting Creditors (not to be unreasonably withheld, conditioned or delayed). The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts or leases to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments, all pursuant to Bankruptcy Code sections 365(a) and 1123, and be effective on the Effective Date. Notwithstanding anything to the contrary in the Plan, to the extent the assumption of any I Squared Infrastructure Sale Transaction Document has not yet occurred, then each such I Squared Infrastructure Sale Transaction Document shall be assumed by each Debtor party to such document on the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests. To the maximum extent permitted by Law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, purports to restrict or prevent or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority or amount of any Claims that may arise in connection therewith. The Debtors shall serve rejection notices in respect of each rejected Executory Contract or Unexpired Lease on the applicable counterparties in accordance with the milestones contained in the Restructuring Support Agreement and the Solicitation Materials.

Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Required Consenting Creditors (not to be unreasonably withheld, conditioned or delayed)) or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including forty five (45) days after the Effective Date.

Notwithstanding anything to the contrary in the Plan, the Restructuring Support Agreement shall be deemed assumed by the Debtors upon entry of the Confirmation Order.

5.2 Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

The Debtors or the Reorganized Debtors, as applicable, shall pay all Allowed Cure Claims, if any, in the Debtors' ordinary course of business. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Allowed Cure Claims that differ from the ordinary course amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors, as applicable, to a counterparty must be Filed with the Solicitation Agent on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure in the Debtors' ordinary course of business; *provided, however*, that nothing herein shall prevent the Debtors or the Reorganized Debtors, as applicable, from paying any Cure Claim despite the failure of the relevant counterparty to File a request for payment of such Cure. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Notwithstanding anything to the contrary in this Section 5.2, any Debtor's assumption of the applicable I Squared Infrastructure Sale Transaction Documents to which it is a party shall not be subject to the cure process under Bankruptcy Code section 365 to be assumed and any such Debtor's obligations under the applicable I Squared Infrastructure Sale Transaction Documents that remain outstanding as of the effectiveness of such assumption shall continue as if such Debtor had not filed for chapter 11.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365 or any other matter pertaining to assumption, then payment of the applicable Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the applicable Debtor or Reorganized Debtor, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Section 5.2, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Section 5.2, in the amount and at the time dictated by the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order or approval of the Bankruptcy Court.**

5.3 Rejection Damages Claims

In the event that the rejection of an Executory Contract or Unexpired Lease results in damages to the other party or parties to such Executory Contract or Unexpired Lease, a Claim for such damages shall be forever barred and shall not be enforceable against the applicable Debtor or Reorganized Debtor or their respective properties, successors or assigns, unless a Proof of Claim is Filed and served upon counsel for the Debtors and the Consenting Creditors no later than thirty (30) days after the later of (a) Confirmation and (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

5.4 <u>Indemnification</u>

On and as of the Effective Date, the Indemnification Provisions will be assumed by the Debtors and Reorganized Debtors (as applicable) and will be irrevocable and will survive the effectiveness of the Plan, and the New Corporate Governance Documents will provide to the fullest extent provided by applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors) for the indemnification, defense, reimbursement, exculpation and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers and employees and such current and former directors' and officers' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, and none of the Reorganized Debtors will amend and/or restate the New Corporate Governance Documents after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

5.5 <u>Insurance Policies and Surety Bonds</u>

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents or instruments related thereto) shall be deemed assumed, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365. For the avoidance of doubt, any D&O Liability Insurance Policy associated with Parent shall be assumed by Reorganized Parent as of the Effective Date.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents or instruments related thereto) in effect prior to the Effective Date, and any current and former directors, officers, managers and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers or employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policy as the Debtors or Reorganized Debtors may deem necessary on terms and at an expense reasonably acceptable to the Debtors or the Reorganized Debtors.

The Debtors shall continue to satisfy their surety bonds and insurance policies in full and continue such programs in the ordinary course of business. Each of the Debtors' surety bonds and insurance policies, and any agreements, documents or instruments relating thereto shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date: (a) the Debtors shall be deemed to have assumed all such surety bonds and insurance policies and any agreements, documents and instruments relating to coverage of all insured Claims; and (b) such surety bonds and insurance policies and any agreements, documents or instruments relating thereto shall revest in the applicable Reorganized Debtor(s).

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of all such insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

5.6 <u>Contracts and Leases After the Petition Date</u>

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed under Bankruptcy Code section 365, will be performed by the applicable Debtor or

Reorganized Debtor liable thereunder in the ordinary course of its business. Such Executory Contracts and Unexpired Leases that are not rejected under the Plan shall survive and remain unaffected by entry of the Confirmation Order.

5.7 Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

5.8 Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4), unless such deadline(s) have expired.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Timing of Distributions on Account of Claims and Interests Allowed as of the Effective Date

Except as otherwise provided herein, in a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the Holder of the applicable Claim or Interest, on the first Distribution Date or as soon as reasonably practical thereafter, the Distribution Agent shall make initial distributions under the Plan on account of Claims or Interests Allowed on or before the Effective Date; *provided*, *however*, that (a) Allowed Administrative Expense Claims and Allowed General Unsecured Claims with respect to liabilities incurred by the Debtors in the ordinary course of business shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business or industry practice, and (b) Allowed Priority Tax Claims shall be paid in accordance with Section 2.2 of the Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy Law or in the ordinary course of business. A Distribution Date shall occur no more frequently than once in every ninety (90) day period after the Effective Date, as necessary, in the Reorganized Debtors' sole discretion.

6.2 Rights and Powers of the Distribution Agent

(a) Powers of Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Distribution Agent to be necessary and proper to implement the provisions of the Plan; *provided*, *however*, that such Distribution Agent shall waive any right or ability to setoff, deduct from or assert any Lien or encumbrance against the distributions required under the Plan to be distributed by such Distribution Agent.

(b) Expenses Incurred On or After the Effective Date

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agent all reasonable and documented fees and expenses of the Distribution Agent without the need for any approvals, authorizations, actions or consents, except as otherwise ordered by the Bankruptcy Court. These payments will be made by the Debtors or the Reorganized Debtors, as applicable, and will not be deducted from distributions to be made pursuant to the Plan to Holders of Allowed Claims receiving distributions from a Distribution Agent. The Distribution Agent shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement, and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

6.3 Special Rules for Distributions to Holders of Disputed Claims or Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or Interest until all such disputes in connection with such Disputed Claim or Interest have been resolved by settlement or Final Order; and (b) any Entity that holds both an Allowed Claim or Interest and a Disputed Claim or Interest shall not receive any distribution on the Allowed Claim or Interest unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims or Interests have been Allowed or expunged.

6.4 Delivery of Distributions

(a) Record Date for Distributions

Five (5) Business Days prior to the Effective Date, the various transfer registers for each Class of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests (the "Distribution Record Date"). The Distribution Agent shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure amounts or disputes over any Cure amounts, neither the Debtors nor the Distribution Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the Effective Date, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure amount. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to Holders of public Securities.

Each 2020 EMEA Cash Turnover Recipient has the right to opt out of the Original EMEA Settlement Turnover with respect to any Original EMEA Settlement-Eligible Term Loan Claims that it beneficially owned, controlled or managed (on a trade date basis) as of the close of trading on September 20, 2021 (the "***2020 EMEA Opt Out***"). Each 2020 EMEA Cash Turnover Recipient shall have the right to exercise the 2020 EMEA Opt Out on or before the date of the Confirmation Hearing by notifying the Administrative Agent directly of the election (which notice may be provided by emailing counsel to the Administrative Agent included in Article 12.5 hereof) and providing notice to counsel to the Debtors and the Ad Hoc Lender Group.

(b) Distribution Process

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims or Interests at the address for each such Holder as indicated on the applicable register or in the Debtors' records as of the date of any such distribution (as applicable), including the address set forth in any Proof of Claim or Proof of Interest filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

(c) Delivery of Distributions on 2018 Credit Facility Claims

Distributions on account of Allowed Class 3 Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Administrative Agent for redistribution to the Holders of Allowed Class 3 Claims. As soon as practicable following compliance with the requirements set forth in Article VI of the Plan, the Administrative Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Allowed Class 3 Claims in accordance with the terms of the Credit Agreement, the CAM Amendment and the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Administrative Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the Administrative Agent and the Administrative Agent shall be deemed a "Distribution Agent" for purposes of the Plan.

Notwithstanding anything to the contrary set forth herein or any agreement implemented in connection with the Plan, any assignment or transfer by a Holder of an Allowed 2018 Credit Facility Claim to an Affiliate or managed fund or account, or to any Person that, immediately prior to such transfer, is party to, or an Affiliate to a party to, a derivative or participation transaction with such Holder that transfers the economics of ownership from the Holder to such Person, in each case, in connection with the distribution of the recoveries described in this Section 6.4 (or with an Undisgorged Amount (as defined in the Restructuring Term Sheet)) shall be permitted.

(d) Delivery of Distributions on Senior Notes Claims

The Indenture Trustee shall be deemed to be the Holder of all Allowed Class 4 Claims for purposes of distributions to be made under the Plan, and all distributions on account of such Allowed Class 4 Claims shall be made to the Indenture Trustee. As soon as practicable following compliance with the requirements set forth in Article VI of the Plan, the Indenture Trustee shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Allowed Class 4 Claims in accordance with the terms of the Senior Notes Indenture and the Plan and subject to the Indenture Trustee's Charging Lien. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, and subject to the Indenture Trustee's Charging Lien, the Indenture Trustee shall be deemed to be acting as a "Distribution Agent" under the Plan. The Indenture Trustee shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct. The Indenture Trustee may transfer, direct or facilitate the transfer of such distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery or otherwise) and will be entitled to recognize and deal for all purposes under the Plan with the respective Holders of Senior Notes Claims to the extent consistent with the customary practices of DTC; *provided*, that for the avoidance of doubt, the Indenture Trustee's Charging Lien shall attach to the property to be distributed in the same manner as if such distributions were made through the Indenture Trustee. Upon final administration of the distributions made to the Indenture Trustee in accordance with the Plan and the Senior Notes Indenture, the Indenture Trustee shall be discharged from any further responsibility under the Plan.

(e) Compliance Matters

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all applicable tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including applying a portion of any Cash distribution to be made under the Plan to pay applicable withholding taxes, liquidating a portion of any non-Cash distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Distribution Agent believes are reasonable and appropriate, including requiring Claim Holders to submit appropriate tax and withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) and/or requiring Claim Holders to pay the withholding tax amount to the Distribution Agent in Cash as a condition of receiving any non-Cash distributions under the Plan and withholding distributions pending receipt of the foregoing information or Cash payment, as applicable; *provided* that, the Reorganized Debtors and the Distribution Agent, as applicable, shall request from and allow such distributees a reasonable amount of time to respond to requests for tax and withholding certifications and/or payment of any withholding tax amount in Cash. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. Any amounts withheld or reallocated pursuant to this Section 6.4(e) shall be treated as if distributed to the Holder of the Allowed Claim.

Notwithstanding any other provision of the Plan, each Person receiving a distribution pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any Governmental Unit on account of any distribution, including income, withholding and other tax obligations.

(f) Foreign Currency Exchange Rate

Except as otherwise set forth in the Plan with respect to Cash distributions to the Holders of Original EMEA Term Loan Claims (which Cash distributions shall be made in the currency of the underlying loans), payments of Cash made pursuant to the Plan will be in U.S. dollars and will be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

For the avoidance of doubt, the principal amount of each tranche of the New GTT Term Loan Facility shall be subject to adjustment based on any amounts elected by Holders of Claims eligible under the Restructuring Support Agreement to receive Euro-denominated New GTT Term Loans to instead be issued the U.S. Dollar-equivalent of USD Term Loans (calculated based on the applicable Exchange Rate (as defined in the New GTT Term Loan Documentation) in effect two (2) Business Days prior to the Effective Date).

(g) Fractional, Undeliverable and Unclaimed Distributions

(1) *Fractional Distributions*. Whenever any distribution of fractional shares of New Equity Interests, Noteholder Warrants, Equityholder Warrants or New GTT Term Loans would otherwise be required pursuant to the Plan, the actual distribution shall reflect a rounding of such fraction to the nearest share or whole dollar (up or down), with half shares or half dollars or less being rounded down.

(2) *Undeliverable Distributions*. If any distribution to a Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such Holder on the next Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors until such time as a distribution becomes deliverable, such distribution reverts to the Reorganized Debtors, or is cancelled pursuant to Section 6.4(g)(4) below, and shall not be supplemented with any interest, dividends or other accruals of any kind.

(3) *Failure to Present Checks*. Checks issued by the Reorganized Debtors (or their Distribution Agent) on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued.

Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within one hundred eighty (180) days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property.

Within ninety (90) days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment Laws, all such distributions shall revert to the Reorganized Debtors. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(4) *Reversion*. Any distribution under the Plan that is an Unclaimed Distribution for a period of six (6) months after distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b), and such Unclaimed Distribution shall revest in the applicable Reorganized Debtor and, to the extent such Unclaimed Distribution comprises New Equity Interests, shall be deemed cancelled. Upon such revesting, the Claim of the Holder or its successors with respect to such property shall be cancelled, discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property Laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

(h) Surrender of Cancelled Instruments or Securities

On the Effective Date, each Holder of a Certificate shall be deemed to have surrendered such Certificate to the Distribution Agent or a Servicer (to the extent the relevant Claim or Interest is governed by an agreement and administered by a Servicer). Such Certificate shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Certificate. Notwithstanding the foregoing paragraph, this Section 6.5(h) shall not apply to any Claims or Interests Reinstated pursuant to the terms of the Plan.

(i) Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors and the Distribution Agents shall not be required to make distributions or payments of less than fifty dollars ($50) (whether Cash or otherwise).

6.5 Claims Paid or Payable by Third Parties

(a) Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

(b) Claims Payable by Insurance Carriers

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(c) Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary herein (including Article VIII), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

6.6 <u>Setoffs</u>

Except as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including Bankruptcy Code section 553), applicable non-bankruptcy Law or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any claims, rights and Causes of Action that such Reorganized Debtor may possess against such Holder. In no event shall any Holder of a Claim be entitled to set off any such Claim against any claim, right or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless such Holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has or intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise.

6.7 <u>Allocation Between Principal and Accrued Interest</u>

Except as otherwise provided herein, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to interest, if any, on such Allowed Claim accrued through the Effective Date.

ARTICLE VII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

This <u>Article VII</u> shall not apply to 2018 Credit Facility Claims or Senior Notes Claims, which Claims shall be Allowed in full and will not be subject to any avoidance, reductions, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection or any other challenges under any applicable Law or regulation by any Person or Entity.

7.1 <u>Proofs of Claim / Disputed Claims Process</u>

Notwithstanding Bankruptcy Code section 502(a), and in light of the Unimpaired status of all General Unsecured Claims under the Plan, except as required by <u>Section 2.1</u>, <u>Section 5.2</u> and any other Sections of the Plan that require Filing Proofs of Claims, Holders of Claims need not File Proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including Bankruptcy Code sections 502 and 503, to the extent applicable. All Proofs of Claim filed in these Chapter 11 Cases, except those permitted by <u>Section 2.1</u>, shall be considered objected to and Disputed without further action by the Debtors.

Upon the Effective Date, all Proofs of Claim filed against the Debtors, regardless of the time of filing, and including Claims filed after the Effective Date, shall be deemed withdrawn, other than as provided below, and such creditor that Files a Proof of Claim with the Bankruptcy Court retains any right it may have to pursue remedies in a forum other than the Bankruptcy Court in accordance with applicable non-bankruptcy Law. Notwithstanding anything in this <u>Section 7.1</u> to the contrary, (a) all Claims against the Debtors that result from the Debtors' rejection of an Executory Contract or Unexpired Lease, (b) disputes regarding the amount of any Cure pursuant to Bankruptcy Code section 365, and (c) Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. From and after the Effective Date, the Reorganized Debtors may satisfy, dispute, settle or otherwise compromise any Claim without approval of the Bankruptcy Court.

7.2 Objections to Claims

Except insofar as a Claim is Allowed under the Plan, after the Effective Date, only the Reorganized Debtors shall be entitled to object to Claims. Any objections to Claims, other than Administrative Expense Claims, shall be served and filed (a) on or before the ninetieth (90th) day following the later of (a) the Effective Date and (b) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (b) such later date as ordered by the Bankruptcy Court upon a motion Filed by the Debtors or Reorganized Debtors. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Section 4.23 of the Plan.

7.3 Estimation of Claims

Before or after the Effective Date, the Debtors or Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection; *provided* that if the Bankruptcy Court resolves the Allowed amount of a Claim, the Debtors and Reorganized Debtors, as applicable, shall not be permitted to seek an estimation of such Claim. Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim.

7.4 No Distribution Pending Allowance

If an objection to a Claim is deemed, as set forth in Section 7.1 of the Plan, or Filed, as set forth in Section 7.2 of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

7.5 Distribution After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of the such Claim unless required under applicable bankruptcy Law.

7.6 No Interest

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, the Restructuring Support Agreement, the Restructuring Term Sheet or any Definitive Document, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

7.7 Adjustment to Claims Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended, superseded, cancelled or expunged, may be adjusted on the Claims register by the Reorganized Debtors without an objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

7.8 Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550 or 553 or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 548, 549 or 724(a) shall be disallowed if: (a) such Entity or transferee, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order. All Claims filed on account of an indemnification obligation to a director, officer or employee shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order or approval of the Bankruptcy Court. In accordance with Section 4.21 of the Plan, all Claims Filed on account of a Compensation and Benefits Program shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent the Reorganized Debtors elect to honor such Compensation and Benefits Program, without any further notice to or action, order or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim filed after the Rejection Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order or approval of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.

ARTICLE VIII

EFFECT OF CONFIRMATION OF THE PLAN

8.1 Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests and Controversies

Except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan (including the New GTT Financing Documentation and the New Corporate Governance Documents): (a) the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge and release, effective as of the Effective Date, of any and all Claims (including any Intercompany Claims Reinstated, cancelled, released, resolved or compromised (consistent with the Restructuring Transactions) after the Effective Date by the Reorganized Debtors), Interests (including any Intercompany Interests Reinstated or cancelled and released (consistent with the Restructuring Transactions) after the Effective Date by the Reorganized Debtors) and Causes of Action against the Debtors of any nature whatsoever including demands, liabilities and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such liability relates to services performed by employees of the Debtors prior to the Effective Date and that arises from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), any interest accrued on Claims or Interests from and after the Petition Date and all other liabilities against, Liens on, obligations of, rights against and Interests in, the Debtors or any of their assets or properties; (b) the Plan shall bind all Holders of Claims and Interests; (c) all Claims and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents, instruments or any act or omission,

transaction or other activity of any kind or nature that occurred prior to the Effective Date, in each case regardless of whether or not: (i) a Proof of Claim or Proof of Interest based upon such debt, right or Interest is Filed or deemed Filed pursuant to Bankruptcy Code section 501; (ii) a Claim or Interest based upon such debt, right or Interest is Allowed pursuant to Bankruptcy Code section 502; (iii) the Holder of such a Claim or Interest has accepted, rejected or failed to vote to accept or reject the Plan; or (iv) any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that each such compromise or settlement is in the best interests of the Debtors, their Estates and Holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

8.2 Releases by the Debtors

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED, BY AND ON BEHALF OF THE DEBTORS AND THEIR ESTATES, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE DEBTORS, THEIR ESTATES, OR THEIR AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING TRANSACTIONS, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED UNDER THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF ANY CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE PLAN AND RELATED AGREEMENTS, INSTRUMENTS, AND OTHER

DOCUMENTS, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, THE NEW GTT FINANCING DOCUMENTATION, THE NEW CORPORATE GOVERNANCE DOCUMENTS AND ALL OTHER DEFINITIVE DOCUMENTS, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASES PROVIDED IN THIS SECTION 8.2 SHALL NOT AFFECT THE RELEASING PARTIES' RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE DEFINITIVE DOCUMENTS AND THE OBLIGATIONS CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS OR AS OTHERWISE PROVIDED IN ANY ORDER OF THE BANKRUPTCY COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE DEBTOR RELEASES SHALL NOT BE CONSTRUED AS RELEASING ANY RELEASED PARTY FROM ANY CLAIM OR CAUSE OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THEIR ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASES.

8.3 Releases by Holders of Claims and Interests

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASED PARTY IS DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED, BY THE RELEASING PARTIES, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, IN EACH CASE SOLELY TO THE EXTENT OF THE RELEASING PARTIES' AUTHORITY TO BIND ANY OF THE FOREGOING, INCLUDING PURSUANT TO AGREEMENT OR APPLICABLE NON-BANKRUPTCY LAW, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT SUCH PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER

PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING TRANSACTIONS, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED UNDER THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF ANY CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE PLAN AND RELATED AGREEMENTS, INSTRUMENTS AND OTHER DOCUMENTS, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, THE NEW GTT FINANCING DOCUMENTATION, THE NEW CORPORATE GOVERNANCE DOCUMENTS AND ALL OTHER DEFINITIVE DOCUMENTS, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASES PROVIDED IN THIS SECTION 8.3 SHALL NOT AFFECT THE RELEASING PARTIES' RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE DEFINITIVE DOCUMENTS AND THE OBLIGATIONS CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS OR AS OTHERWISE PROVIDED IN ANY ORDER OF THE BANKRUPTCY COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THE PRECEDING PARAGRAPH SHALL NOT BE CONSTRUED AS RELEASING ANY RELEASED PARTY FROM ANY CLAIM OR CAUSE OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

FOR THE AVOIDANCE OF DOUBT, THE ONLY PARTIES THAT ARE BOUND BY THE RELEASES PROVIDED IN THIS SECTION 8.3 ARE: (I) THE RELEASED PARTIES; (II) PARTIES WHO ARE ENTITLED TO VOTE ON THE PLAN AND DO NOT OPT-OUT OF THE THIRD-PARTY RELEASES IN A TIMELY AND PROPERLY SUBMITTED BALLOT; AND (III) PARTIES WHO ARE DEEMED TO REJECT THE PLAN AND EITHER (X) RECEIVE AN OPT OUT FORM AND DO NOT OPT-OUT OF THE THIRD-PARTY RELEASES BY SUBMITTING A DULY COMPLETED OPT-OUT FORM OR (Y) FILE WITH THE BANKRUPTCY COURT AN OBJECTION TO THE THIRD-PARTY RELEASES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASES ARE: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASES; (E) IN THE BEST INTERESTS OF THE DEBTORS, THEIR ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (F) FAIR, EQUITABLE AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASES.

8.4 I Squared Release[6]

Except to the extent expressly preserved pursuant to the I Squared Infrastructure Sale Agreement or the other I Squared Infrastructure Sale Transaction Documents, on the Effective Date, each SPA Releasing Party, to the fullest extent permissible under applicable law, mutually releases and discharges each SPA Released Party from any and all Claims (as defined in the I Squared Infrastructure Sale Agreement) and Causes of Action, whether known or unknown, including any derivative claims that such SPA Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Sellers' and the Sellers' Group's (including, in each instance, the management, ownership or operation thereof) restructuring efforts, the formulation, preparation, dissemination, negotiation or filing of the Restructuring Support Agreement, or any contract, instrument, release or other agreement or document created or entered into in connection with the I Squared Infrastructure Sale Agreement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the implementation of the Transaction and any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Completion Date related or relating to the foregoing; *provided* that this paragraph and/or any other provisions of the Plan shall not relieve any SPA Released Party from any obligations under, or otherwise affect the terms and conditions of, the I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents or otherwise release any claims or Causes of Action related to such obligations.

To the fullest extent permissible under applicable law, except as otherwise provided in the I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents, on the Effective Date, none of the SPA Released Parties shall have or incur any liability to, or be subject to any right of action by, any Holder of a Claim against, or Equity Interest in, any of the Sellers or the Sellers' Group or any other party in interest, or any of their respective employees, representatives, financial advisors, attorneys or agents, acting in such capacity, or any of their successors and assigns, for any act or omission in connection with, related to or arising out of, the investigation, formulation, preparation, negotiation, execution, delivery, implementation or consummation of the transactions contemplated by the I Squared Infrastructure Sale Agreement, including, without limitation, the Transaction, the assumption or assumption and assignment of any Executory Contracts or Unexpired Leases, or any other contract, instrument, release, agreement, settlement or document created, modified, amended, terminated or entered into in connection with the I Squared Infrastructure Sale Agreement, or any other act or omission in connection with the foregoing; *provided*, that this paragraph and/or any other provisions of the Plan shall not relieve any SPA Released Party from any obligations under, or otherwise affect the terms and conditions of, I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents or otherwise release any claims or Causes of Action related to such obligations.

8.5 Exculpation

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AND WITHOUT LIMITING ANY RELEASE, INDEMNITY, EXCULPATION, OR LIMITATION OF LIABILITY OTHERWISE SET FORTH HEREIN OR IN ANY APPLICABLE LAW OR RULES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EXIT REVOLVING CREDIT FACILITY, THE NEW GTT TERM LOAN FACILITY, THE NOTEHOLDER WARRANTS, THE EQUITYHOLDER WARRANTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE EXIT REVOLVING CREDIT

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[6] Capitalized terms in this Section 8.4 not otherwise defined in the Plan shall have the meanings ascribed to such terms in the I Squared Infrastructure Sale Agreement.

FACILITY, THE NEW GTT TERM LOAN FACILITY, THE NEW GTT FINANCING DOCUMENTATION, THE NOTEHOLDER WARRANTS, THE NOTEHOLDER WARRANT AGREEMENT, THE EQUITYHOLDER WARRANTS, THE EQUITYHOLDER WARRANT AGREEMENT, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF DEBT (INCLUDING THE EXIT REVOLVING CREDIT FACILITY AND THE NEW GTT TERM LOAN FACILITY) AND/OR SECURITIES (INCLUDING THE NEW EQUITY INTERESTS, THE NOTEHOLDER WARRANTS AND EQUITYHOLDER WARRANTS) PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT (INCLUDING THE NEW GTT FINANCING DOCUMENTATION AND OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.

8.6 Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO SECTION 8.2 OF THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO SECTION 8.3 OF THE PLAN; (D) HAVE BEEN RELEASED PURSUANT TO SECTION 8.4 OF THE PLAN; (E) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTIONS 6.4 AND 8.5 OF THE PLAN; OR (F) ARE OTHERWISE RELEASED, SUBJECT TO EXCULPATION, DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR

AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED, EXCULPATED OR SETTLED PURSUANT TO THE PLAN.

8.7 Protection Against Discriminatory Treatment

In accordance with Bankruptcy Code section 525, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

8.8 Release of Liens

Except as otherwise specifically provided in the Plan, the New GTT Financing Documentation (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge or other security interest under the Exit Revolver Documentation or the New GTT Term Loan Documentation), or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors, the Administrative Agent or any other Holder of a Secured Claim. In addition, at the sole expense of the Debtors or the Reorganized Debtors, the Administrative Agent shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors or administrative agents for the Exit Revolving Credit Facility or the New GTT Term Loan Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges and other security interests and shall authorize the Reorganized Debtors and their designees to file UCC-3 termination statements and other release documentation (to the extent applicable) with respect thereto.

8.9 Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as non-contingent, or (b) the relevant Holder of a Claim has filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

8.10 Recoupment

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

ARTICLE IX

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

9.1 **Conditions Precedent to the Effective Date**

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Section 9.2 of the Plan:

(a) The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of Bankruptcy Code section 1125;

(b) The Bankruptcy Court shall have entered the Cash Collateral Orders, which shall be in full force and effect;

(c) The Bankruptcy Court shall have entered the Confirmation Order, which shall have become a Final Order that has not been stayed, modified or vacated;

(d) The New GTT Term Loan Documentation shall have been executed and delivered by all of the entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the New GTT Term Loan Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the New GTT Term Loan Facility shall be deemed to occur concurrently with the occurrence of the Effective Date;

(e) The Definitive Documents shall (i) be consistent with the Restructuring Support Agreement and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement and (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent thereto shall have been satisfied or waived by the applicable party or parties in accordance with the terms thereof;

(f) All actions, documents and agreements necessary to implement and consummate the Plan as mutually agreed to by the Debtors and the applicable Required Consenting Creditors shall have been effected and executed;

(g) The form, terms, allocation and vesting of awards and other terms and conditions of the Management Incentive Plan shall have been mutually agreed upon by (i) Parent's Chief Executive Officer and (ii) the SPC Subcommittee and shall be reasonably acceptable to the Required Consenting Creditors;

(h) The New Corporate Governance Documents shall have been adopted on terms consistent with the Restructuring Support Agreement, the Governance Term Sheet and the Restructuring Term Sheet, and to the extent required under applicable non-bankruptcy Law, shall have been duly filed with the applicable authorities in the relevant jurisdictions;

(i) Any and all material governmental, regulatory and/or third-party approvals or authorizations for the Restructuring Transactions and other transactions contemplated under the Plan, including, without limitation, FCC Approval, Antitrust/FDI Approval, the material Governmental Approvals and any and all material approvals required of any other U.S. or foreign regulatory agencies (in each case, if and as required, or otherwise deemed advisable by the Debtors and the Required Consenting Creditors after good faith discussions) shall have been obtained and not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting or review periods shall have expired or been terminated without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Debtors' restructuring under the Plan, the financial benefits of such restructuring to the Consenting Creditors, or the ability of the Consenting Creditors to participate in the governance of the Reorganized Debtors;

(j) The Restructuring Support Agreement shall have been assumed by entry of the Confirmation Order, shall not have been terminated as to all parties thereto, shall be in full force and effect and the Debtors and the other parties thereto shall be in compliance therewith;

(k) The Bankruptcy Court shall have entered the I Squared Infrastructure Sale Assumption Order, which may be the Confirmation Order;

(l) All professional fees and expenses of Retained Professionals approved by the Bankruptcy Court shall have been paid in full and the Professional Fee Escrow shall have been established and funded as provided in the Plan;

(m) All professional fees and expenses of the Ad Hoc Lender Group Advisors, the 2020 Ad Hoc Lender Group Advisors, the Ad Hoc Noteholder Group Advisors and the Revolving Lenders' Advisors, shall have been paid in full in Cash and the reasonable and documented fees and expenses of the Administrative Agent and all outstanding reasonable and documented Indenture Trustee Fees and Expenses shall have been paid in full in Cash in accordance with Section 2.1.2(d) of the Plan;

(n) With respect to all actions, documents and agreements necessary to implement the Plan: (i) all conditions precedent (other than any conditions precedent related to the occurrence of the Effective Date) shall have been satisfied or waived pursuant to the terms of such documents or agreements; (ii) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Units in accordance with applicable Laws; and (iii) such documents and agreements shall have been effected or executed; and

(o) All material authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein to the extent not numerated above shall have been obtained.

9.2 Waiver of Conditions Precedent

The Debtors (with the prior consent of the Required Consenting Creditors and, with respect to Section 9.1(k), I Squared), may waive any of the conditions to the Effective Date set forth in Section 9.1 of the Plan (except for the conditions to the Effective Date set forth in Sections 9.1(a), entry of the Confirmation Order in 9.1(c) and 9.1(m)) at any time, without any notice to any other parties in interest and without any further notice to or action, order or approval of the Bankruptcy Court, and without any formal action other than a proceeding to confirm the Plan or consummate the Plan; *provided*, *however*, the condition in Section 9.1(e) may be waived with respect to a particular Definitive Document only to the extent that every party that maintains a consent right over the subject Definitive Document as set forth in the Restructuring Support Agreement agrees to waive such condition with respect to the subject Definitive Document. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of such rights or any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

9.3 Effect of Non-Occurrence of Conditions to Consummation

If the Effective Date does not occur on the date of or before the termination of the Restructuring Support Agreement, or if, prior to the Effective Date, the Confirmation Order is vacated pursuant to a Final Order, then (except as provided in any such Final Order): (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption, assumption and assignment or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (c) nothing contained in the Plan, the Confirmation Order, the Disclosure Statement or the Restructuring Support Agreement shall: (i) constitute a waiver or release of any Claims, Interests or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

9.4 Substantial Consummation

"Substantial Consummation" of the Plan, as defined in Bankruptcy Code section 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE X

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

10.1 Modification of Plan

Effective as of the date hereof: (a) the Debtors reserve the right (subject to the terms of the Restructuring Support Agreement) in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein; and (b) after the entry of the Confirmation Order, the Debtors (subject to the terms of the Restructuring Support Agreement) or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Bankruptcy Code section 1127(b), remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein. Notwithstanding anything to the contrary herein, the Debtors or the Reorganized Debtors, as applicable, shall not amend or modify the Plan in a manner inconsistent with the Restructuring Support Agreement.

10.2 Effect of Confirmation on Modifications

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation of votes thereon pursuant to Bankruptcy Code section 1127(a) and a finding that such modifications to the Plan do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

10.3 Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan then: (a) the Plan will be null and void in all respects; (b) the Restructuring Support Agreement will be null and void in all respects; (c) any settlement or compromise embodied in the Plan, assumption, assumption and assignment or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (d) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims, Interests or Causes of Action by any Entity, (ii) prejudice in any manner the rights of any Debtor or any other Entity or (iii) constitute an admission, acknowledgement, offer or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XI

RETENTION OF JURISDICTION

11.1 Bankruptcy Court Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status or amount of any Claim, including the resolution of any request for payment of any Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount or allowance of Claims;

(b) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

(c) resolve any matters related to Executory Contracts or Unexpired Leases other than the I Squared Infrastructure Sale Transaction Documents, including: (i) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant Bankruptcy Code to section 365; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (iii) any dispute regarding whether a contract or lease is or was executory or expired;

(d) ensure that distributions to Holders of Allowed Claims and Existing GTT Equity Interests are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

(f) enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of (i) the Restructuring Support Agreement, (ii) contracts, instruments, releases, indentures and other agreements or documents approved by Final Order in the Chapter 11 Cases and (iii) the Plan, the Confirmation Order and contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan;

(g) enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123 or 1146(a);

(h) grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4);

(i) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

(j) hear, determine and resolve any cases, matters, controversies, suits, disputes or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (i) with respect to the releases, exculpations, injunctions and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, exculpations, injunctions and other provisions; (ii) that may arise in connection with the Consummation, interpretation, implementation or enforcement of the Plan, the Confirmation Order and contracts, instruments, releases and other agreements or documents created in connection with the Plan; or (iii) related to Bankruptcy Code section 1141;

(k) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(l) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

(m) hear and determine matters concerning state, local and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146;

(n) enter an order or Final Decree concluding or closing the Chapter 11 Cases;

(o) enforce all orders previously entered by the Bankruptcy Court; and

(p) hear and determine any other matter not inconsistent with the Bankruptcy Code;

provided, that, on and after the Effective Date and after the consummation of the following agreements or documents, the Bankruptcy Court shall not retain jurisdiction over matters arising out of or related to each of the I Squared Infrastructure Sale Transaction Documents, the Exit Revolver Documentation, the New GTT Term Loan Documentation, the Noteholder Warrant Agreement or the Equityholder Warrant Agreement, and each of the foregoing shall be governed by the respective jurisdictional provisions therein.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Immediate Binding Effect

Subject to Section 9.1 of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

12.2 Additional Documents

On or before the Effective Date, the Debtors (in consultation with the Required Consenting Creditors and subject to any consent rights set forth in the Restructuring Support Agreement or the Plan) may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan or the Confirmation Order. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Existing GTT Equity Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

12.3 Reservation of Rights

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

12.4 Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries or guardian, if any, of each Entity.

12.5 Service of Documents

After the Effective Date, any pleading, notice or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Debtors	Counsel to the Debtors
GTT Communications, Inc. 7900 Tysons One Place, Suite 1450 McLean, Virginia 22102 Attn: Douglas Maynard	Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn: Ira S. Dizengoff, Philip C. Dublin and Naomi Moss
U.S. Trustee	**Counsel to the Ad Hoc Lender Group**
Office of the United States Trustee for the Southern District of New York U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attn: Greg M. Zipes and Richard C. Morrissey	Milbank LLP 55 Hudson Yards New York, New York 10001 Attn: Evan R. Fleck, Lauren C. Doyle and Brian J. Zucco
Counsel to the 2020 Ad Hoc Lender Group	**Counsel to the Ad Hoc Noteholder Group**
Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019 Attn: Robert Britton, Karen Zeituni and Joseph M. Graham	Latham & Watkins LLP 330 North Wabash Avenue, Suite 2800 Chicago, Illinois 60611 Attn: Richard A. Levy, Ted Dillman and Ebba Gebisa
Counsel to the Administrative Agent	**Counsel to the Indenture Trustee**
Jones Day 901 Lakeside Avenue Cleveland, Ohio 44114 Attn: Thomas A. Wilson	Reed Smith LLP 599 Lexington Avenue, 22nd Floor New York, New York 10022 Attn: Kurt F. Gwynne, Michele D. Ross and Mark W. Eckard

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities (other than the Administrative Agent) notifying them that they must file a renewed request in order to continue to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities (other than the Administrative Agent) who have filed such renewed requests.

In accordance with Bankruptcy Rules 2002 and 3020(c), within fourteen (14) calendar days of the date of entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall serve the Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors or Reorganized Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice described in the preceding sentence, within twenty-one (21) calendar days of the date of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall publish the Notice of Confirmation once in *The Wall Street Journal*, *National Edition*. Mailing and publication of the Notice of Confirmation in the time and manner set forth in the this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

12.6 Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court)

and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

12.7 Entire Agreement

Except as otherwise indicated, the Plan and the Definitive Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan and the Definitive Documents.

12.8 Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. The Debtors reserve the right to amend any exhibit or document included in the Plan Supplement (with the consent of the Required Consenting Creditors) prior to the Effective Date, subject to applicable requirements of the Bankruptcy Code and the Bankruptcy Rules. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at http://cases.primeclerk.com/GTT or the Bankruptcy Court's website at www.nysb.uscourts.gov.

12.9 Non-Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that, absent the prior consent of the Required Consenting Creditors, such alteration or interpretation is not inconsistent with the Restructuring Support Agreement. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and Required Consenting Creditors' prior consent, consistent with the terms set forth herein and in the Restructuring Support Agreement; and (c) non-severable and mutually dependent.

12.10 Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtors and each of the Consenting Stakeholders and each of their respective Affiliates, agents, representatives, members, principals, equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of Securities offered and sold under the Plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable Law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of the Securities offered and sold under the Plan.

12.11 Dissolution of the Committee

In the event a statutory committee of the Debtors' unsecured creditors is appointed by the U.S. Trustee, such official committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases on the Effective Date; *provided* that such official committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except, applications filed by the Retained Professionals pursuant to Bankruptcy Code sections 330 and 331.

12.12 <u>Closing of Chapter 11 Cases</u>

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

12.13 <u>Waiver or Estoppel</u>

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement or papers filed with the Bankruptcy Court prior to the Confirmation Date.

12.14 <u>FCC Rights and Powers</u>

No provision in the Plan or the Confirmation Order relieves the Debtors or the Reorganized Debtors from their obligations to comply with the Communications Act. No transfer of any FCC License held by Debtors or transfer of control of any Debtor, or transfer of control of an FCC licensee controlled by Debtors shall take place prior to the issuance of an FCC Approval for such transfer pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on any of the above described transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

Dated: September 24, 2021

GTT Communications, Inc.
on behalf of itself and each of its Debtor affiliates

/s/ ______________________________
Brian J. Fox
Chief Restructuring Officer

AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
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Ira S. Dizengoff
Philip C. Dublin
David H. Botter
Naomi Moss

Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: GTT COMMUNICATIONS, INC., *et al.*,[1] Debtors.	Chapter 11 **<u>IMPORTANT</u>: No chapter 11 cases have been commenced as of the date of distribution of this Disclosure Statement. This Disclosure Statement is distributed to you as part of a prepetition solicitation of your vote on a prepackaged plan of reorganization.**

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS INTEND TO SUBMIT THIS DISCLOSURE STATEMENT TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR RELIEF UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE AND SUBJECT TO THE RESTRUCTURING SUPPORT AGREEMENT AND THE RELATED TERM SHEETS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND INSTEAD WILL RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, AND/OR OTHER APPLICABLE EXEMPTIONS. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS

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

GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES. THE SOLICITATION OF VOTES ON THE PLAN PRIOR TO THE PETITION DATE IS BEING MADE PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT AND ONLY WITH RESPECT TO HOLDERS OF SUCH CLAIMS THAT ARE "ACCREDITED INVESTORS" AS THAT TERM IS DEFINED IN RULE 501 UNDER THE SECURITIES ACT. THE RIGHTS OFFERING WITH RESPECT TO THE NOTEHOLDER NEW COMMON EQUITY INVESTMENT WILL BE CONDUCTED PURSUANT TO SEPARATE RIGHTS OFFERING PROCEDURES. ANY DISCLOSURE CONTAINED HEREIN CONCERNING THE NOTEHOLDER NEW COMMON EQUITY INVESTMENT IS SOLELY FOR INFORMATIONAL PURPOSES.

IMPORTANT INFORMATION REGARDING THIS DISCLOSURE STATEMENT FOR SOLICITATION OF VOTES ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF GTT COMMUNICATIONS, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FROM THE HOLDERS OF OUTSTANDING:

VOTING CLASS	NAME OF CLASS UNDER THE PLAN
CLASS 3	2018 CREDIT FACILITY CLAIMS
CLASS 4	SENIOR NOTES CLAIMS

IF YOU HOLD A CLAIM IN CLASS 3 OR CLASS 4, YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN

DELIVERY OF BALLOTS

BALLOTS MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 26, 2021 VIA THE ENCLOSED PRE-PAID, PRE-ADDRESSED RETURN ENVELOPE

OR

AT THE FOLLOWING ADDRESS:

VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

GTT COMMUNICATIONS, INC. BALLOT PROCESSING

C/O PRIME CLERK, LLC

ONE GRAND CENTRAL PLACE

60 EAST 42ND ST, SUITE 1440

NEW YORK, NY 10165

OR

VIA THE E-BALLOT PORTAL USING THE E-BALLOT ID ON YOUR BALLOT AT:

HTTPS://CASES.PRIMECLERK.COM/GTTBALLOTS

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT

BALLOTS RECEIVED VIA ELECTRONIC MEANS (OTHER THAN E-BALLOT) WILL NOT BE COUNTED[2]

IF YOU HAVE ANY QUESTIONS ON THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT PRIME CLERK LLC (THE DEBTORS' SOLICITATION AGENT) AT:

(877) 329-1803 (U.S. TOLL FREE)

(347) 532-7908 (INTERNATIONAL TOLL)

OR VIA EMAIL: GTTBALLOTS@PRIMECLERK.COM

(reference "GTT BALLOTS VOTE" in the subject line)

This disclosure statement (as may be amended, supplemented, or otherwise modified from time to time, this "Disclosure Statement") provides information regarding the *Joint Prepackaged Chapter 11 Plan of Reorganization of GTT Communications, Inc. and Its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time, the "Plan"),[3] which the Debtors will seek to have confirmed by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). A copy of the Plan is attached hereto as Exhibit A. The Debtors are providing the information in this Disclosure Statement to certain Holders of Claims for purposes of soliciting votes to accept or reject the Plan.

Pursuant to that certain restructuring support agreement dated September 1, 2021 (as may be amended, supplemented, or otherwise modified from time to time, the "Restructuring Support Agreement" or "RSA"), the Plan is currently supported by the Debtors, Holders of more than 84% in amount of the 2018 Credit Facility Claims, Holders of more than 76% in amount of the Senior Notes Claims, and certain Holders of Existing GTT Equity Interests.

The consummation and effectiveness of the Plan are subject to certain material conditions precedent set forth in Article IX of the Plan. There is no assurance that the Bankruptcy Court will confirm the Plan or that, if the Bankruptcy Court does confirm the Plan, the conditions necessary for the Plan to become effective will be satisfied or, in the alternative, waived.

You are encouraged to read this Disclosure Statement (including "Certain Factors to Be Considered" described in Article VII hereof) and the Plan in their entirety before submitting your Ballot to vote on the Plan.

The Debtors urge each Holder of a Claim or Interest to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and each transaction contemplated by the Plan.

The Debtors strongly encourage Holders of Claims in Class 3 and Class 4 to read this Disclosure Statement and the Plan in their entirety before voting to accept or reject the Plan. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court's approval of the Plan at the Confirmation Hearing.

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[2] Notwithstanding the foregoing, Nominees (as defined below) are permitted to return master Ballots to the Solicitation Agent via email to GTTBallots@primeclerk.com (referring to "GTT BALLOTS VOTE" in the subject line).

[3] Capitalized terms used but not defined herein have the meanings given to such terms in the Plan.

<u>RECOMMENDATION BY THE DEBTORS</u>

EACH DEBTOR'S BOARD OF DIRECTORS, GENERAL PARTNER, MEMBER, OR MANAGER, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE PLAN IS FAIR AND EQUITABLE, MAXIMIZES THE VALUE OF EACH OF THE DEBTORS' ESTATES, AND PROVIDES THE BEST RECOVERY TO CLAIM AND INTEREST HOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE PLAN AND RELATED TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES. EACH OF THE DEBTORS, THEREFORE, STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO <u>ACCEPT</u> THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE <u>ACTUALLY</u> <u>RECEIVED</u> BY THE SOLICITATION AGENT NO LATER THAN <u>OCTOBER 26, 2021 AT 5:00 P.M. (PREVAILING EASTERN TIME)</u> PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND IN THE BALLOTS.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

The Bankruptcy Court has not reviewed this Disclosure Statement or the Plan, and the Securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the United States Securities and Exchange Commission (the "SEC") under the Securities Act or any securities regulatory authority of any state under any state securities law ("Blue Sky Laws"). The Plan has not been approved or disapproved by the SEC or any state regulatory authority, and neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. The Debtors are relying on section 4(a)(2) of the Securities Act, and similar Blue Sky Laws provisions, with respect to Holders of Impaired Claims that are "accredited investors" as that term is defined in Rule 501 under the Securities Act, to exempt from registration under the Securities Act and Blue Sky Laws the offer to certain Holders of 2018 Credit Facility Claims and certain Holders of Senior Notes Claims of new Securities prior to the Petition Date, including in connection with the solicitation of votes to accept or reject the Plan (the "Solicitation").

After the Petition Date, the Debtors will rely on: (a) section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance and distribution, if applicable, of new Securities (including any New Equity Interests issued upon the exercise of the Noteholder Warrants or the Equityholder Warrants or through the Noteholder New Common Equity Investment under the Plan, excluding Securities issuable under the Management Incentive Plan; and (b) section 4(a)(2) of the Securities Act, any other available exemptions from registration under the Securities Act, and/or similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance and distribution, if applicable, to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance and distribution, if applicable, of any Securities issuable under the Management Incentive Plan and any other Securities offered, issued and distributed pursuant to the Plan that are not eligible for the exemption under Section 1145(a) of the Bankruptcy Code. Neither the Solicitation nor this Disclosure Statement shall constitute an offer to sell or the solicitation of an offer to buy Securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Each recipient hereby acknowledges that it (a) is aware that the federal securities laws of the United States prohibit any person who has material non-public information about a company, which is obtained from the company or its representatives, from purchasing or selling securities of such company or from communicating the information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities and (b) is familiar with the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

DISCLAIMER

This Disclosure Statement contains summaries of certain provisions of the Plan and certain other documents and financial information. The information included in this Disclosure Statement is provided solely for the purpose of soliciting votes on the Plan and should not be relied upon for any purpose other than to determine whether and how to vote on the Plan. All Holders of Claims entitled to vote to accept or reject the Plan are advised and encouraged to read this Disclosure Statement and the Plan in their entirety before voting. The Debtors believe that these summaries are fair and accurate. The summaries of the financial information and the documents that are attached to, or incorporated by reference in, this Disclosure Statement are qualified in their entirety by reference to such information and documents. In the event of any inconsistency or discrepancy between a description in this Disclosure Statement, on the one hand, and the terms and provisions of the Plan or the financial information and documents incorporated in this Disclosure Statement by reference, on the other hand, the Plan or the financial information and documents, as applicable, shall govern for all purposes.

Except as otherwise provided in the Plan or in accordance with applicable law, the Debtors are under no duty to update or supplement this Disclosure Statement. The Bankruptcy Court's approval of this Disclosure Statement does not constitute a guarantee of the accuracy or completeness of the information contained herein or the Bankruptcy Court's endorsement of the merits of the Plan. The statements and financial information contained in this Disclosure Statement have been made as of the date hereof unless otherwise specified. Holders of Claims and Interests reviewing the Disclosure Statement should not assume at the time of such review that there have been no changes in the facts set forth in this Disclosure Statement since the date of this Disclosure Statement. No Holder of a Claim or Interest should rely on any information, representations, or inducements that are not contained in or are inconsistent with the information contained in this Disclosure Statement, the documents attached to this Disclosure Statement, and the Plan. This Disclosure Statement does not constitute legal, business, financial, or tax advice. Any Person or Entity desiring any such advice should consult with their own advisors. Additionally, this Disclosure Statement has not been approved or disapproved by the Bankruptcy Court, the SEC, or any securities regulatory authority of any state under Blue Sky Laws. The Debtors are soliciting acceptances to the Plan prior to commencing any cases under chapter 11 of the Bankruptcy Code.

The financial information contained in or incorporated by reference into this Disclosure Statement has not been audited, except as specifically indicated otherwise. The Debtors' management, in consultation with the Debtors' advisors, prepared the Financial Projections attached hereto as **Exhibit E** and described in this Disclosure Statement. The Financial Projections, while presented with numerical specificity, necessarily are based on a variety of estimates and assumptions that are inherently uncertain and may be beyond the control of the Debtors' management. Important factors that may affect actual results and cause the management forecasts not to be achieved include, but are not limited to, risks and uncertainties relating to the Debtors' businesses (including their ability to achieve strategic goals, objectives, and targets over applicable periods), industry performance, the regulatory environment, general business and economic conditions, and other factors. The Debtors caution that no representations can be made as to the accuracy of these projections or to their ultimate performance compared to the information contained in the forecasts or that the forecasted results will be achieved. Therefore, the Financial Projections may not be relied upon as a guarantee or other assurance that the actual results will occur. As announced on December 22, 2020, in connection with the Debtors' ongoing accounting review (the "Review"), the Parent's Board of Directors concluded that the Parent's previously issued financial statements for the years ended December 31, 2019, 2018 and 2017, each of the quarters during the years ended December 31, 2019 and 2018 and the quarter ended March 31, 2020 (the "Non-Reliance Periods") and related disclosures and communications should no longer be relied upon as a result of errors discovered related to the accounting for cost of telecommunications services, bad debt expense and credits to be issued to customers. The Parent's Board of Directors also determined that the disclosures related to such financial statements and related communications issued by or on behalf of the Parent with respect to the Non-Reliance Periods, including management's assessment of internal control over financial reporting and evaluation of disclosure controls and procedures, should no longer be relied upon. Historical financial information in this Disclosure Statement is based on the Parent's previously reported results, and the findings of the Parent's ongoing Review may have a significant impact on certain of the financial measures included in this Disclosure Statement. The Debtors are continuing to finalize their quantification of the impact of errors identified by the Review on financial results for the Non-Reliance Periods and the impact may be materially different than previously disclosed estimates. This Disclosure Statement includes preliminary financial information that reflects the Debtors' management's estimates based solely on information available as of the date this Disclosure Statement was prepared. The preliminary financial information presented herein is not a comprehensive statement of the Debtors' financial results for the periods presented. In addition, the preliminary financial information presented herein has not been audited, reviewed or compiled by the Debtors' independent registered public accounting firm. The preliminary financial information presented herein is subject to the completion of the ongoing Review and financial closing procedures. The Debtors' actual results for the three months ended June 30, 2020 and September 30, 2020, the year ended December 31, 2020, and the three months ended March 31, 2021 and June 30, 2021 are not available and may differ materially from the preliminary financial information included herein. Therefore, you should not place undue reliance upon this preliminary financial information. There can be no assurance that these estimates will be realized, and these estimates are subject to risks and uncertainties, many of which are not within the Debtors' control.

Regarding contested matters, adversary proceedings, and other pending, threatened, or potential litigation or other actions, this Disclosure Statement does not constitute, and may not be construed as, an admission of fact, liability, stipulation, or waiver by the Debtors or any other party, but rather as a statement made in the context of settlement negotiations in accordance with Rule 408 of the Federal Rules of Evidence and any analogous state or foreign laws or rules. As such, this Disclosure Statement shall not be admissible in any non-bankruptcy proceeding involving the Debtors or any other party in interest, nor shall it be construed to be conclusive advice on the tax, securities, financial or other effects of the Plan to Holders of Claims against or Interests in, the Debtors or any other party in interest. Please refer to Article VII of this Disclosure Statement, entitled "Certain Factors to Be Considered" for a discussion of certain risk factors that Holders of Claims voting on the Plan should consider.

Except as otherwise expressly set forth herein, all information, representations, or statements contained herein have been provided by the Debtors. No person is authorized by the Debtors in connection with this Disclosure Statement, the Plan, or the Solicitation to give any information or to make any representation or statement regarding this Disclosure Statement, the Plan, or the Solicitation, in each case, other than as contained in this Disclosure Statement and the exhibits attached hereto or as otherwise incorporated herein by reference or referred to herein. If any such information, representation, or statement is given or made, it may not be relied upon as having been authorized by the Debtors.

This Disclosure Statement contains certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward-looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including, but not limited to, those summarized herein. When used in this Disclosure Statement, the words "anticipate," "believe," "estimate," "will," "may," "intend," and "expect" and similar expressions generally identify forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. For a description of certain risks that may cause actual results to differ materially from those contemplated by forward-looking statements, see Section 7.9(b) "Disclosure Statement Contains Forward-Looking Statements." All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth in this Disclosure Statement. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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EXECUTIVE SUMMARY

The Plan implements a pre-packaged restructuring agreed to by and among the Debtors and the Debtors' major stakeholders—including Holders of more than 84% in amount of the 2018 Credit Facility Claims and Holders of more than 76% in amount of the Senior Notes Claims. On September 16, 2021, the Company consummated the I Squared Infrastructure Sale (as discussed in detail below) and prepaid approximately $1.673 billion in funded debt. Prior to the consummation of the I Squared Infrastructure Sale, the Company had approximately $3.695 billion in principal amount of funded debt. As of the date of this Disclosure Statement, the Company has approximately $2.015 billion in principal amount of funded debt, as reflected in the below chart. Through a combination of the distribution of proceeds from the I Squared Infrastructure Sale and the balance sheet deleveraging contemplated by the Plan, the Company will reduce its funded debt burden from approximately $2.015 billion to a projected $929 million[4] as of the Effective Date of the Plan.

Capital Structure as of September 30, 2021[5]	Principal Outstanding	**Projected Post-Emergence Capital Structure**	Total Commitments
Revolving Facility	$38,130,907	New GTT Term Loan Facility	$854,000,000
U.S. Term Facility	$870,394,354	Exit Revolving Credit Facility	$75,000,000
EMEA Term Facility:			
Original EMEA Term Loans[6]	$435,565,988		
2020 EMEA Term Loans	$70,093,110		
Hedging Obligations	$26,073,009		
Total Secured Debt	**$1,440,257,369**		
Unsecured Notes	$575,000,000		
Total Unsecured Debt	**$575,000,000**		
Total Debt	**$2,015,257,369**	**Total Debt**	**$929,000,000**
Memo: Cash Collateralized Letters of Credit	$4,743,545		

The anticipated benefits of the Plan include, without limitation the following:

(a) conversion of approximately $1.440 billion in aggregate principal amount of 2018 Credit Facility Claims to a combination of (i) 88% of the New Equity Interests, subject to dilution by the Management Incentive Plan and New Equity Interests issuable upon exercise of the Noteholder Warrants and/or the Equityholder Warrants (the "Secured Claims New Equity Interests"), (ii) a new senior secured term loan facility (the "New GTT Term Loan Facility") and (iii) certain Cash distributions;

(b) conversion of approximately $575 million in aggregate principal amount, plus accrued and unpaid interest as of the Petition Date, of the Senior Notes Claims to (i) 12% of the New

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4 Assuming a fully-drawn Exit Revolving Credit Facility, if one is obtained by the Debtors.

5 Amounts outstanding under the Prepetition Term Loans account for amortization payments scheduled to be made on September 30, 2021.

6 Based on 1.181x EUR/USD spot rate.

Equity Interests, subject to dilution by the Management Incentive Plan and New Equity Interests issuable upon exercise of the Noteholder Warrants and/or Equityholder Warrants (the "Noteholder New Equity Interests") and (ii) warrants exercisable for 30% of the New Equity Interests , which will have a five (5) year term and an initial aggregate exercise price based on an equity value of the Reorganized Parent that, as of the Effective Date, provides for payment in full of the Allowed amount of the aggregate 2018 Credit Facility Claims (in each case, subject to dilution and on terms and conditions more fully set forth in the Noteholder Warrant Term Sheet and applicable definitive documentation) that are to be distributed to Holders of Senior Notes Claims on account of such Claims pursuant to and in accordance with the Plan and the Noteholder Warrant Agreement (the "Noteholder Warrants");

(c) payment in full, in Cash, of General Unsecured Claims in the ordinary course of business;

(d) distribution of the warrants exercisable for 4.9% of the New Equity Interests, which will have a five (5) year term and an initial aggregate exercise price based on a \$2.8 billion enterprise value of the Reorganized Parent (in each case, subject to dilution and on terms and conditions more fully set forth in the Equityholder Warrant Term Sheet and applicable definitive documentation) that are to be distributed to Holders of Existing GTT Equity Interests on account of such Existing GTT Equity Interests pursuant to and in accordance with the Plan and the Equityholder Warrant Agreement (the "Equityholder Warrants");

(e) the Debtors' prompt emergence from chapter 11; and

(f) access to capital in the form of (i) the New GTT Term Loan Facility in the aggregate principal amount of approximately \$854 million and (ii) a new cash flow or asset-based revolving credit facility of up to \$75 million in the aggregate on terms acceptable to the Required Consenting Creditors ("Exit Revolving Credit Facility").

The Plan provides for a comprehensive restructuring of the Debtors' prepetition obligations, preserves the going-concern value of the Debtors' businesses, maximizes creditor and interest holder recoveries, and protects the jobs of the Debtors' invaluable employees. To evidence their support of the Debtors' restructuring, the Debtors and their key stakeholders executed the Restructuring Support Agreement, a copy of which is attached hereto as **Exhibit B**. As described in further detail below, the terms of the Plan provide that, among other things:

(a) Each Holder of a 2018 Credit Facility Claim (or its designated Affiliate, managed fund or account or other designee) shall receive:

(1) its *pro rata*[7] share of and interest in the following:

a. the New GTT Term Loans;

b. the Secured Claims New Equity Interests;

[7] The relative recoveries among the tranches of 2018 Credit Facility Claims shall be the same pro rata split that was used to effectuate the distribution of proceeds from the I Squared Infrastructure Sale, including through use of the Exchange Rate (as defined in the I Squared Infrastructure Sale Agreement) to calculate the *pro rata* split. On the Effective Date, each Holder of a given 2018 Credit Facility Claim will receive its pro rata share as calculated based on the proportion such Allowed 2018 Credit Facility Claim (e.g., an Allowed U.S. Term Loan Claim) bears to the aggregate amount of all such Allowed 2018 Credit Facility Claims (e.g., all Allowed U.S. Term Loan Claims). As a result of the Original EMEA Settlement Turnover, Holders of U.S. Secured Claims will receive additional New Equity Interests under the Plan and the Original EMEA Cash Turnover Recipients will receive additional Cash under the Plan.

c. the Noteholder New Common Equity Investment Cash (if any);

d. any Excess Cash;[8]

e. the I Squared Deferred Consideration, in accordance with Section 4.3 of the Plan[9] and

(2) Cash (in the currency of the relevant underlying loans) in an amount equal to all accrued but unpaid prepetition interest and, pursuant to the Cash Collateral Orders, postpetition interest with respect to such 2018 Credit Facility Claim at the applicable default interest rate under the Credit Agreement from the Petition Date through and including the Effective Date.

(b) Each Holder of a Senior Notes Claim shall receive its Pro Rata share of and interests in the following:

(i) the Noteholder New Equity Interests;

(ii) the Noteholder Warrants; and

(iii) the right to participate in the Noteholder New Common Equity Investment in accordance with Section 4.7 of the Plan.

(c) Each Holder of an Allowed General Unsecured Claim shall receive the following:

(i) satisfaction of its Allowed General Unsecured Claim in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction and/or agreement giving rise to such Allowed General Unsecured Claim; or

(ii) payment in full in Cash on the date such Allowed General Unsecured Claim becomes payable as if the Chapter 11 Cases had not been commenced.

(d) Each Holder of an Existing GTT Equity Interest shall receive its Pro Rata share of the Equityholder Warrants.

The purpose of this Disclosure Statement is to provide Holders of Claims entitled to vote to accept or reject the Plan with adequate information about (a) the Debtors' businesses and certain historical events, (b) the anticipated Chapter 11 Cases, (c) the rights of Holders of Claims and Interests under the Plan, and (d) other information necessary to enable each Holder of a Claim entitled to vote on the Plan to make an informed judgment as to whether to vote to accept or reject the Plan.

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8 As the Plan details, payments in respect of Excess Cash, if any, shall be paid to Holders of 2018 Credit Facility Claims in the currency of the relevant underlying loans such Holder holds and shall be funded first, with Retained Cash Proceeds on deposit in the Designated Control Account (as defined in the Credit Agreement) on the Effective Date that constitute Excess Cash and thereafter, with all other Excess Cash.

9 Payments of I Squared Deferred Consideration shall be paid to Holders of 2018 Credit Facility Claims in the currency of the relevant underlying loans such Holder holds.

INTRODUCTION

GTT Communications, Inc. ("GTT"), together with its affiliated debtors, as debtors and debtors in possession (collectively with GTT, the "Debtors" and, together with their non-Debtor Affiliates, the "Company"), is a global provider of network connectivity and internet service to over 14,000 customers in more than 140 different countries. Founded in 2005, the Company has over approximately 2,350 employees, approximately 700 of whom are employed by the Debtors. The Company's principal executive offices are located in McLean, Virginia, and GTT is incorporated in Delaware. The Company has offices, data centers, colocation facilities and points of presence throughout North America, Europe, Asia, South America, Africa and Australia.

The Company counts among its clients more than 80 of the Fortune Global 200. Its clients are some of the largest companies in the world, operating across multiple continents and serving many customers internationally. The Company's clients span a wide variety of industries, including technology, health care, defense, government and finance. In 2020, the Company's annual revenue was $1.341 billion.

Following the consummation of the I Squared Infrastructure Sale and the I Squared Infrastructure Sale Proceeds Paydown, as described more fully herein, the Company's capital structure currently consists of approximately $2.015 billion in principal amount of long-term funded debt in the form of the following: a revolver facility, three term loan facilities, including one U.S.-dollar denominated facility and a second facility comprising one U.S.-dollar tranche and one Euro-denominated tranche, four hedging obligations, and an issuance of unsecured notes in three tranches. These obligations, guaranteed by the above-captioned Debtors, are as follows:

(a) approximately $38 million of outstanding borrowings under the revolver loans issued under and on the terms set forth in the Credit Agreement, as well as approximately $4.7 million of letters of credit that are outstanding and have been cash collateralized;

(b) approximately $870 million in aggregate principal amount of outstanding borrowings under the U.S. Term Facility;

(c) approximately $436 million in aggregate principal amount of outstanding borrowings under the Original EMEA Term Loans[10] and approximately $70 million in aggregate principal amount of outstanding borrowings under the 2020 EMEA Term Loans;

(d) approximately $26 million of outstanding borrowings under the Prepetition Secured Hedging Agreements; and

(e) approximately $575 million in aggregate principal amount of outstanding unsecured borrowings in Senior Notes under the Senior Notes Indenture.

Commencing in 2009, the Company pursued an aggressive acquisition strategy to grow its global presence and service clients on the scale of other major network connectivity and internet service providers. This acquisition strategy led to explosive growth in revenues from just $64 million in 2009, to $522 million in 2016, and to $1.341 billion in 2020. The Company funded these acquisitions with debt. While these acquisitions dramatically increased the Company's earnings, those earnings have proven insufficient to satisfy the debt service burden of the Company. The Company began experiencing resultant liquidity constraints beginning in the second quarter of 2020, which the Company initially addressed by raising additional liquidity as discussed herein.

At the end of 2019, the Company determined that it was in its best interests, and the best interests of its stakeholders, to sell its "hard assets," including most significantly (i) three undersea transatlantic cables that route data between Europe and North America, (ii) a large fiber-optic network in Europe and (iii) the Company's data center infrastructure (collectively, the "Infrastructure Business") and use a substantial portion of the net proceeds to pay down a portion of its secured indebtedness. The Company, with the assistance of its advisors, engaged in an extensive process to market and sell the Infrastructure Business. The Company's efforts were successful: on October 16, 2020,

[10] Based on 1.181x EUR/USD spot rate.

following months of negotiation, GTT and several of its subsidiaries (collectively with GTT, the "Sellers") entered into a Sale and Purchase Agreement (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, including by that certain amendment and waiver entered into on September 1, 2021, the "I Squared Infrastructure Sale Agreement") with Cube Telecom Europe Bidco Limited (the "Buyer"), a company controlled by funds managed and/or advised by I Squared Capital Advisors (US) LLC ("I Squared") pursuant to which the Buyer agreed to purchase the Infrastructure Business for $2.13 billion in maximum total consideration (the "I Squared Infrastructure Sale"). On September 16, 2021, the I Squared Infrastructure Sale was consummated. In connection with the receipt of proceeds from the I Squared Infrastructure Sale, the Company paid off certain of its outstanding indebtedness in accordance with the Credit Agreement, as amended, and the Restructuring Support Agreement (the "I Squared Infrastructure Sale Proceeds Paydown").

However, the sale of the Infrastructure Business does not completely solve the Company's outstanding balance sheet issues. In the course of closing its books for the second quarter of 2020, GTT uncovered accounting irregularities related to the reporting of certain expenses in its previously filed financial statements. Upon learning of these irregularities, GTT promptly alerted the Audit Committee of its Board of Directors ("Audit Committee"), which retained professionals to conduct a review of the accounting irregularities. Due to the pendency of this accounting review, GTT has been unable to file its second quarter, third quarter and annual financial reports for fiscal year 2020 and its first and second quarter financial reports for fiscal year 2021 with the SEC. GTT's failure to file the aforementioned financial reports caused events of default under certain of the Company's debt documents.

The Company has continued to operate under a series of forbearance agreements (and extensions) with its creditors to address the events of defaults under its various debt documents, while the accounting review and financial restatement remains ongoing. During the course of these forbearance periods, extensive, good-faith negotiations resulted in the Company entering into the Restructuring Support Agreement (attached hereto as **Exhibit B**). The Restructuring Support Agreement is supported by the Consenting Creditors, Consenting Equity Holders and I Squared (collectively with the Debtors, the "RSA Parties"). The transactions contemplated by the Restructuring Support Agreement will be implemented through the Plan, including an expeditious balance sheet restructuring that, together with the I Squared Infrastructure Sale Proceeds Paydown, will eliminate approximately $2.8 billion of the Debtors' funded-debt obligations and minimize the time and expense associated with the Chapter 11 Cases. Additionally, under the Restructuring Support Agreement, the Debtors have the opportunity to obtain the Exit Revolving Credit Facility, which will provide the Reorganized Debtors with access to additional funds for the Reorganized Debtors' working capital and operational needs upon emergence from the Chapter 11 Cases.

Given the overwhelming support for the Debtors' restructuring by the Debtors' major stakeholders, the Debtors elected to pursue a prepackaged restructuring to maximize value by minimizing both the costs of restructuring and the impact on the Debtors' businesses. Among other things, the Debtors intend to file motions to pay all of their trade liabilities in the ordinary course of business (regardless of when incurred) and to avoid the need for schedules of assets and liabilities and statements of financial affairs upon confirmation of the Plan, which will provide them with significant cost savings. In addition, implementing the restructuring contemplated by the Plan in a "prepackaged" manner is expected to obviate the need for an unsecured creditors' committee and the expenses associated therewith that would otherwise be borne by the Debtors' estates. The Debtors believe that the Plan represents the most efficient route to consummate their restructuring and best position the Debtors, their trade partners, and other stakeholders going forward.

If confirmed and consummated, the Plan will: (a) significantly deleverage the Debtors' balance sheet; (b) provide the Debtors with working capital to fund ongoing operations post-emergence; (c) allow Holders of General Unsecured Claims to remain Unimpaired; and (d) maintain critical business relationships with customers and vendors.

The formulation of the Restructuring Support Agreement and Plan contemplated thereunder is a significant achievement for the Debtors and the RSA Parties in the face of the Debtors' liquidity issues and operating environment. The Debtors strongly believe that the Plan is in the best interests of each of their estates and represents the best available alternative for all stakeholders. Given the Debtors' core strengths, including their experienced management team and strategic business plan going forward, the Debtors are confident that they can implement the Plan's balance sheet restructuring to ensure the Debtors' long-term viability.

ARTICLE I

THE PLAN

1.1 <u>Treatment of Claims and Interests</u>

The Plan provides for the treatment of Claims against, and Interests in, the Debtors through, among other things: (a) the issuance of the New Equity Interests; (b) the issuance of the Noteholder Warrants and the Equityholder Warrants; (c) the incurrence of the New GTT Term Loan Facility and (d) Cash distributions, as applicable. As more fully described herein and in the Plan:

- Each Holder of an Allowed Other Secured Claim will receive (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Claim becomes an Allowed Claim, in each case, or as soon as reasonably practicable thereafter, (b) reinstatement of such Holder's Allowed Claim, or (c) such other treatment so as to render such Holder's Allowed Claim Unimpaired pursuant to Bankruptcy Code section 1124;

- Each Holder of an Allowed Other Priority Claim will receive (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Claim becomes an Allowed Claim, in each case, or as soon as reasonably practicable thereafter, or (b) such other treatment so as to render such Holder's Allowed Claim Unimpaired pursuant to Bankruptcy Code section 1124;

- Each Holder of an Allowed 2018 Credit Facility Claim will receive (a) its *pro rata* share of and interest in the following: (i) the New GTT Term Loan Facility, (ii) the Secured Claims New Equity Interests, (iii) the Noteholder New Common Equity Investment Cash (if any), (iv) any Excess Cash, and (v) the I Squared Deferred Consideration, in accordance with <u>Section 4.3</u> of the Plan and (b) Cash (in the currency of the relevant underlying loans) in an amount equal to all accrued but unpaid prepetition interest and, pursuant to the Cash Collateral Orders, postpetition interest with respect to such 2018 Credit Facility Claim at the applicable default interest rate under the Credit Agreement from the Petition Date through and including the Effective Date;

- Each Holder of an Allowed Senior Notes Claim will receive its Pro Rata share of (a) the Noteholder New Equity Interests, (b) the Noteholder Warrants and (c) the right to participate in the Noteholder New Common Equity Investment, in accordance with <u>Section 4.7</u> of the Plan;

- Each Holder of an Allowed General Unsecured Claims will receive (a) satisfaction of its General Unsecured Claim in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction and/or agreement giving rise to such Allowed General Unsecured Claim or (b) payment in full in Cash on the date such General Unsecured Claim becomes payable as if the Chapter 11 Cases had not been commenced; *provided*, that notwithstanding anything in the Plan to the contrary claims for rejection damages in connection with any rejected non-residential real property lease, if any, shall be subject to the limitations of the Bankruptcy Code section 502(b)(6);

- Section 510(b) Claims will be canceled, released, discharged and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims;

- Intercompany Claims will, at the option of the Debtors (with the consent of the Required Consenting Creditors, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, be adjusted, Reinstated, or canceled and released without any distribution;

- Intercompany Interests will, at the option of the Debtors (with the consent of the Required Consenting Creditors, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, be adjusted, Reinstated, or canceled and released without any distribution; and

- Each Holder of an Allowed Existing GTT Equity Interest will receive its Pro Rata share of the Equityholder Warrants.

As described below, you are receiving this Disclosure Statement because you are a Holder of a Claim entitled to vote to accept or reject the Plan. Prior to voting on the Plan, you are encouraged to read this Disclosure Statement and all documents attached to this Disclosure Statement in their entirety. As reflected in this Disclosure Statement, there are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project, and except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise. Certain of these risks, uncertainties, and factors are described in Article VII of this Disclosure Statement, entitled "Certain Factors to Be Considered."

1.2 New Capital Structure

On the Effective Date, the Debtors or Reorganized Debtors, as applicable, will effectuate the Restructuring Transactions by, among other things: (a) terminating the Debtors' obligations under the Credit Agreement and the Senior Notes Indenture (subject to Section 4.13 of the Plan) and incurring the New GTT Term Loan Facility in accordance with the New GTT Term Loan Facility Documentation, which shall be distributed to Holders of Allowed 2018 Credit Facility Claims in Class 3 in accordance with the Plan; (b) incurring the Exit Revolving Credit Facility, on terms acceptable to the Required Consenting Creditors; (c) cancelling the Existing GTT Equity Interests and issuing the New Equity Interests to Holders of Allowed 2018 Credit Facility Claims and Allowed Senior Notes Claims as set forth in the Plan; (d) issuing the Noteholder Warrants to the Holders of Allowed Senior Notes Claims; and (e) issuing the Equityholder Warrants to the Holders of Existing GTT Equity Interests. All documents required for the above-listed transactions and issuances shall become effective in accordance with their terms, the Plan and the Restructuring Support Agreement.

1.3 Classification of Claims

(a) Unclassified Claims

In accordance with Bankruptcy Code section 1123(a)(1), General Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III of the Plan. The recoveries for such unclassified Claims are set forth below:

Claim	Plan Treatment	Projected Plan Recovery
General Administrative Expense Claims	Paid in Full in Cash	100%
Professional Fee Claims	Paid in Full in Cash	100%
Priority Tax Claims	Paid in Full in Cash	100%

(1) Administrative Expense Claims

A. General Administrative Expense Claims

Except to the extent that a Holder of an Allowed General Administrative Expense Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Administrative Expense Claim, each Holder of an Allowed General Administrative Expense Claim, which, for the avoidance of doubt, excludes Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code, will receive in full and final satisfaction of its General Administrative Expense Claim, an amount of Cash equal to the amount of such Allowed General Administrative Expense Claim in accordance with the following: (a) if a General Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed General Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (b) if such General Administrative Expense Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such General Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed General Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Administrative Expense Claim without any further action by the Holders of such Allowed General Administrative Expense Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors (with the reasonable consent of the Required Consenting Creditors) or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. **Professional Fee Claims**

(i) **Final Fee Applications and Payment of Professional Fee Claims**

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules. The Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows, including from funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account.

(ii) **Professional Fee Escrow Account**

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Professional Fee Claims owed to the Retained Professionals, such Retained Professionals shall have an Allowed General Administrative Expense Claim for any such deficiency, which shall be satisfied in accordance with Section 2.1.1 of the Plan.

(iii) **Professional Fee Reserve Amount**

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Retained Professionals shall estimate in good faith their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors and the Consenting Creditors' Advisors, on or before the Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses. If a Retained Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Retained Professional in consultation with the Consenting Creditors' Advisors; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

(iv) **Payment of Certain Fees and Expenses**

The Debtors and Reorganized Debtors (as applicable) shall pay in Cash all reasonable and documented fees and expenses of the Consenting Creditors' Advisors and the Administrative Agent, in each case in accordance with the terms and conditions of any applicable agreement with the Debtors, including the Credit Agreement, and the Restructuring Support Agreement, and if any such fee and/or expense is unpaid as of the Effective Date such fee and/or expense shall be paid on the Effective Date without application to or approval of the Bankruptcy Court and without any reduction to recoveries of the Holders of Allowed 2018 Credit Facility Claims or Senior Notes Claims.

Prior to or on the Effective Date (and thereafter with respect to fees and expenses relating to post-Effective Date service under the Plan as set forth herein), the Debtors or Reorganized Debtors, as applicable, shall pay in Cash all reasonable outstanding Indenture Trustee Fees and Expenses, documented by summary invoice, without application to or approval of the Bankruptcy Court and without any reduction to recoveries of the Holders of Allowed Senior Notes Claims. For the avoidance of doubt, nothing herein affects the Indenture Trustee's rights to exercise its Charging Lien against distributions to Holders of Senior Notes Claims and all such rights are hereby expressly preserved. The Indenture Trustee shall provide summary invoices to the Debtors no later than two (2) Business Days prior to the Effective Date (subject to redaction to preserve attorney-client privilege). To the extent the Indenture Trustee provides services or incurs reasonable costs or expenses on or after the Effective Date, including reasonable and documented attorneys' fees and expenses, related to or in connection with the Plan, the Confirmation Order or the Senior Notes Indenture, including, without limitation, in connection with making distributions to Holders of Allowed Senior Notes Claims under the Plan and cancellation of the Senior Notes, the Indenture Trustee shall be entitled to receive from the Reorganized Debtors, without further Bankruptcy Court approval, payment, in Cash, as reasonable compensation for such services and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with such services. Upon presentation of a summary invoice, payment and reimbursement of such post-Effective Date reasonable compensation and expenses will be made as soon as reasonably practicable, but in any case within ten (10) Business Days following the Indenture Trustee's provision of summary invoices to the Debtors or Reorganized Debtors, as applicable, of the amount of such reasonable costs or expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall pay in Cash the reasonable and documented legal fees and expenses incurred by the Reorganized Debtors in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. If the Debtors or Reorganized Debtors (as applicable) dispute the reasonableness of any such invoice, the Debtors or Reorganized Debtors (as applicable) or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. The undisputed portion of such reasonable fees and expenses shall be paid as provided in the Plan. Upon the Effective Date, any requirement that Retained Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and each Debtor or Reorganized Debtor (as applicable) may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

(v) **Substantial Contribution Compensation and Expenses**

Any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4), and/or (5) must file an application and serve such application on counsel for the Debtors or Reorganized Debtors, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code, and the Bankruptcy Rules no later than forty-five (45) days after the Effective Date.

(2) **Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash in an amount equal to such Allowed Priority Tax Claim on the Effective Date or as soon as practicable thereafter or such other treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9). For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with Bankruptcy Code sections 511 and 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy Law, or in the ordinary course of business.

(3) **Statutory Fees**

All fees due and payable pursuant to section 1930 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or Reorganized Debtors' business (or such amount agreed to with the U.S. Trustee), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee.

(b) **Classified Claims and Interests Summary**

The Plan constitutes a separate plan proposed by each Debtor within the meaning of Bankruptcy Code section 1121. Except for those Claims addressed in Section 1.3(a) above, the Plan establishes a comprehensive classification of Claims and Interests.

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied or disallowed by Final Order prior to the Effective Date. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be eight (8) Classes for each Debtor other than, for the avoidance of doubt, Class 9, which shall exist solely at GTT Communications, Inc.); provided that any Class that does not contain any Allowed Claims or Allowed Interests with respect to a particular Debtor will be treated in accordance with Section 1.3(e) below.

The table below summarizes each Claim and Interest's classification, treatment, and voting rights under the Plan.

Class	Claim or Interest	Voting Rights	Treatment	Projected Plan Recovery[11]	Liquidation Recovery
1	Other Secured Claims	Not Entitled to Vote (Presumed to Accept)	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim, each Holder thereof shall receive, at the option of the applicable Debtor, with	100%	100%

[11] The Projected Plan Recovery amounts are based on the following assumptions: (i) the funded debt obligations upon the Effective Date of $854 million, (ii) the value of New Equity Interests is prior to any dilution on account of the New Equity Interests to be issued pursuant to the Management Incentive Plan and the Warrants and (iii) the estimated impact of the Black-Scholes value of the Warrants.

Class	Claim or Interest	Voting Rights	Treatment	Projected Plan Recovery[11]	Liquidation Recovery
			the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld) if on the Effective Date, or the applicable Reorganized Debtor if after the Effective Date, (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or, in each case, as soon as reasonably practicable thereafter, (b) reinstatement of such Holder's Allowed Other Secured Claim, or (c) such other treatment so as to render such Holder's Allowed Other Secured Claim Unimpaired pursuant to Bankruptcy Code section 1124.		
2	Other Priority Claims	Not Entitled to Vote (Presumed to Accept)	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Other Priority Claim, each Holder thereof shall receive at the option of the applicable Debtor, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld) if on the Effective Date, or the applicable Reorganized Debtor if after the Effective Date, (a) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim or, in each case, as soon as reasonably practicable thereafter or (b) such other treatment so as to render such Holder's Allowed Other Priority Claim Unimpaired pursuant to Bankruptcy Code section 1124.	100%	100%

Class	Claim or Interest	Voting Rights	Treatment	Projected Plan Recovery[11]	Liquidation Recovery
3	2018 Credit Facility Claims	Entitled to Vote (Impaired)	Subject to Section 4.2 of the Plan and except to the extent that a Holder of an Allowed 2018 Credit Facility Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed 2018 Credit Facility Claim, each Holder of an Allowed 2018 Credit Facility Claim (or its designated Affiliate, managed fund or account or other designee) will receive (1) its *pro rata*[12] share of and interest in the following: (a) the New GTT Term Loans; (b) the Secured Claims New Equity Interests; (c) the Noteholder New Common Equity Investment Cash (if any); (d) any Excess Cash; (e) the I Squared Deferred Consideration, in accordance with Section 4.3 of the Plan and (2) Cash (in the currency of the relevant underlying loans) in an amount equal to all accrued but unpaid prepetition interest and, pursuant to the Cash Collateral Orders, postpetition interest with respect to such 2018 Credit Facility Claim at the applicable default interest rate under the Credit Agreement from the Petition Date through and including the Effective Date.	99.2%[13]	63-81%
4	Senior Notes Claims	Entitled to Vote (Impaired)	Except to the extent that a Holder of an Allowed Senior Notes Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in	17.5%[14]	0%

12 The relative recoveries among the tranches of 2018 Credit Facility Claims shall be the same pro rata split that was used to effectuate the distribution of proceeds from the I Squared Infrastructure Sale, including through use of the Exchange Rate (as defined in the I Squared Infrastructure Sale Agreement) to calculate the pro rata split. On the Effective Date, each Holder of a given 2018 Credit Facility Claim will receive its pro rata share as calculated based on the proportion such Allowed 2018 Credit Facility Claim (e.g., an Allowed U.S. Term Loan Claim) bears to the aggregate amount of all such Allowed 2018 Credit Facility Claims (e.g., all Allowed U.S. Term Loan Claims). As a result of the Original EMEA Settlement Turnover, Holders of U.S. Secured Claims will receive additional New Equity Interests under the Plan and the Original EMEA Cash Turnover Recipients will receive additional Cash under the Plan.

13 Excess Cash is estimated to be approximately $53 million for purposes of calculating the Projected Plan Recovery for the Class 3 2018 Credit Facility Claims. The actual amount of Excess Cash to be distributed may vary from this estimate.

14 The Projected Plan Recovery for the Senior Notes Claims is based on the principal amount of Senior Notes outstanding and excludes any accrued and unpaid interest.

Class	Claim or Interest	Voting Rights	Treatment	Projected Plan Recovery[11]	Liquidation Recovery
			exchange for such Allowed Senior Notes Claim, each Holder of an Allowed Senior Notes Claim shall receive its Pro Rata share of and interest in: (a) the Noteholder New Equity Interests; (b) the Noteholder Warrants; and (c) the right to participate in the Noteholder New Common Equity Investment in accordance with Section 4.7 of the Plan.		
5	General Unsecured Claims	Not Entitled to Vote (Presumed to Accept)	Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtor against which such General Unsecured Claim is asserted agree to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive (a) satisfaction of its General Unsecured Claim in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction and/or agreement giving rise to such Allowed General Unsecured Claim or (b) payment in full in Cash on the date such General Unsecured Claim becomes payable as if the Chapter 11 Cases had not been commenced; *provided*, that notwithstanding anything in the Plan to the contrary, Claims for rejection damages in connection with any Unexpired Lease shall be subject to the limitations of Bankruptcy Code section 502(b)(6).	100%	0%
6	Section 510(b) Claims	Not Entitled to Vote (Deemed to Reject)	All Section 510(b) Claims will be canceled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.	0%	0%
7	Intercompany Claims	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)	Subject to the Restructuring Transactions, on the Effective Date, each Intercompany Claim shall, at the option of the applicable Debtor (with the consent of the Required Consenting Creditors, which consent	100% / 0%	N/A

Class	**Claim or Interest**	**Voting Rights**	**Treatment**	**Projected Plan Recovery**[11]	**Liquidation Recovery**
			shall not be unreasonably withheld) or Reorganized Debtor, as applicable, be adjusted, Reinstated or canceled and released without any distribution.		
8	Intercompany Interests	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)	Subject to the Restructuring Transactions, on the Effective Date, Intercompany Interests shall, at the option of the applicable Debtor (with the consent of the Required Consenting Creditors, which consent shall not be unreasonably withheld) or the Reorganized Debtor, as applicable, be adjusted, Reinstated or cancelled and released without any distribution.	100% / 0%	N/A
9	Existing GTT Equity Interests	Not Entitled to Vote (Deemed to Reject)	Except to the extent that a Holder of an Allowed Existing GTT Equity Interest agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Existing GTT Equity Interest, each Holder thereof shall receive its Pro Rata share of the Equityholder Warrants.	N/A	0%

(c) **Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim.

(d) **Controversy Concerning Impairment**

If a controversy arises as to whether any Claims or Interests, or any Class thereof, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

(e) **Elimination of Vacant Classes**

With respect to each Debtor, any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing, shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

(f) **Voting Classes; Presumed Acceptance and Deemed Rejection by Non-Voting Classes**

Holders of Class 3 Claims and Holders of Class 4 Claims as of the Voting Record Date (as defined below) are entitled to vote to accept or reject the Plan.

With respect to each Debtor, if a Class contains Claims or Interests eligible to vote and no Holder of Claims or Interests eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Interests in such Class.

An Impaired Class of Claims shall be deemed to have accepted the Plan if, not counting any Holder designated pursuant to Bankruptcy Code section 1126(e), (i) Holders of at least two-thirds in amount of the Allowed Claims held by Holders who actually voted in such Class have voted to accept the Plan, and (ii) Holders of more than one-half in number of the Allowed Claims held by Holders who actually voted in such Class have voted to accept the Plan.

Classes 1, 2, 5 and, depending on their respective treatment, Classes 7 and 8, are Unimpaired under the Plan. Holders of Claims or Interests in such Classes are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and are not entitled to vote to accept or reject the Plan.

Class 6, and, depending on their respective treatment, Classes 7 and 8, are Impaired under the Plan. Holders of Claims in such Classes are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g) and are not entitled to vote to accept or reject the Plan.

Class 9 is Impaired under the Plan. The Debtors have not solicited the votes of Holders of Class 9 Interests because rejection of the Plan by Class 9 has been assumed by the Debtors for purposes of Confirmation.

(g) **Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)**

The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting or deemed rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan (subject to the terms of the Restructuring Support Agreement) to the extent that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by (a) modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules and (b) withdrawing the Plan as to an individual Debtor at any time before the Confirmation Date.

(h) **Intercompany Claims and Intercompany Interests**

To the extent Reinstated under the Plan, the Intercompany Claims and Intercompany Interests shall be Reinstated for the ultimate benefit of the Holders of the New Equity Interests and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims. Distributions on account of the Intercompany Claims and Intercompany Interests are not being received by Holders of such Intercompany Claims and Interests on account of their Intercompany Claims and Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign Affiliates and subsidiaries of the Debtors. For the avoidance of doubt, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Claims and Intercompany Interests shall be held or owned by the same Reorganized Debtor that corresponds with the Debtor that held or owned such Intercompany Claims and Intercompany Interests prior to the Effective Date.

(i) **Letters of Credit**

Any Letters of Credit which support the Infrastructure Business shall be replaced or backstopped by the issuance of new letters of credit obtained by I Squared in accordance with the I Squared Infrastructure Sale Agreement, and any Letters of Credit which do not support the Infrastructure Business shall, on the Effective Date, be replaced or backstopped by the issuance of new letters of credit obtained under the Exit Revolving Credit Facility (or other letter of credit facility established for the account of the Reorganized Debtors, as determined by the Debtors, with the consent of the Required Consenting 2018 Credit Facility Creditors, which consent shall not be unreasonably withheld, conditioned, or delayed). Upon the replacement or termination of any Letters of Credit, any cash collateral securing such replaced or terminated Letters of Credit held by such Letter of Credit issuer shall be returned to the Debtors or the Reorganized Debtors, as applicable. In the event that a Letter of Credit is drawn during the pendency of the Chapter 11 Cases and funded by the issuing bank under the Credit Agreement, the issuing bank shall be entitled to reimbursement from the cash collateral securing such Letter of Credit.

(j) **Subordination**

The allowance, classification and treatment of satisfying all Allowed Claims and Interests under the Plan takes into consideration any and all subordination rights, whether arising by contract or under general principles of equitable subordination, Bankruptcy Code sections 510(b) or (c), or otherwise. On the Effective Date and subject to the provisions of the Plan, any and all subordination rights or obligations that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims (including, for the avoidance of doubt, distributions to Holders of Allowed Claims in Class 3 and Class 4) will not be subject to turnover or payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; *provided*, that any such subordination rights shall be preserved in the event the Confirmation Order is vacated, the Effective Date does not occur in accordance with the terms hereunder or the Plan is revoked or withdrawn.

1.4 Instruments to be Issued Pursuant to the Plan

(a) **New GTT Term Loan Facility**

On the Effective Date, or as soon as reasonably practicable thereafter, pursuant to and in accordance with the Plan, the Restructuring Support Agreement and the terms set forth in the New GTT Term Loan Facility Term Sheet attached hereto as **Annex 2** to **Exhibit C**, the Reorganized Parent and a subsidiary of the Reorganized Parent at the option of the Parent for purposes of maximizing tax efficiencies (as may be reasonably agreed to by the Ad Hoc Lender Group Advisors), will become the borrower (or a co-borrower as a separate borrower) of a senior secured term loan facility in an aggregate principal amount of approximately $854 million composed of (a) a $596 million U.S. dollar-denominated tranche of term loans (the "USD Term Loans") and (b) a €219 million Euro-denominated tranche of term loans (the "EUR Term Loans" and, together with the USD Term Loans, the "New GTT Term Loans"), in accordance with the Restructuring Support Agreement.[15] One or more foreign or domestic co-borrowers or separate borrowers may be added for the purposes of maximizing tax efficiencies as reasonably agreed by the Parent and the Ad Hoc Lender Group Advisors.

(b) **New Equity Interests**

On the Effective Date, the Reorganized Parent will issue the New Equity Interests. The New Equity Interests will be the shares of common stock issued and distributed, or otherwise transferred, by the Reorganized Parent directly or indirectly to the Holders of Allowed Claims in Classes 3 and 4 pursuant to the Plan and authorized pursuant to the New Corporate Governance Documents upon the Effective Date. Upon Entry of the Confirmation Order, all New Equity Interests issued under the Plan shall be duly authorized, validly issued, fully paid and non-assessable (as applicable).

(c) **Noteholder Warrants**

On the Effective Date, or as reasonably practicable thereafter, pursuant to and in accordance with the Plan, the Restructuring Support Agreement and the Noteholder Warrant Agreement and the terms set forth in the Noteholder Warrant Term Sheet attached hereto as **Annex 3** to **Exhibit C**, the Reorganized Parent will, subject to the Indenture Trustee's Charging Lien, issue and distribute, or otherwise transfer, 5-year warrants (the "Noteholder Warrants") to

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15 The principal amount of each tranche of the New GTT Term Loan Facility will be subject to adjustment based on (i) the exchange rate applicable any proceeds from the I Squared Infrastructure Sale, (ii) the actual aggregate amount of Swap Termination Claims (as defined in the prepetition Credit Agreement), as determined substantially contemporaneously with the consummation of the I Squared Infrastructure Sale, (iii) any amounts elected by claim holders eligible under the Restructuring Support Agreement to receive EUR Term Loans to instead be issued with a U.S. Dollar-equivalent of USD Term Loans (calculated based on the exchange rate in effect two (2) Business Days prior to the Effective Date), the process for which will be set forth in a Plan Supplement document and (iv) as reasonably agreed by the Debtors and the advisors to the Ad Hoc Lender Group.

purchase 30% of the New Equity Interests, calculated on a fully diluted basis and subject to dilution on account of New Equity Interests issued under the Management Incentive Plan and New Equity Interests issuable upon exercise of the Equityholder Warrants, directly or indirectly to the Holders of Allowed Claims in Class 4. The Noteholder Warrants will have a five (5) year term and an initial aggregate exercise price based on an equity value of the Reorganized Parent that, as of the Effective Date, provides for payment in full of the Allowed amount of the aggregate 2018 Credit Facility Claims (in each case, subject to dilution and on terms and conditions more fully set forth in the Noteholder Warrant Term Sheet and applicable definitive documents).[16]

(d) **Equityholder Warrants**

On the Effective Date, or as soon as reasonably practicable thereafter, pursuant to and in accordance with the Plan, the Restructuring Support Agreement and the Equityholder Warrant Agreement and the terms set forth in the Equityholder Warrant Term Sheet attached hereto as **Annex 4** to **Exhibit C**, the Reorganized Parent will issue and distribute, or otherwise transfer, 5-year warrants (the "Equityholder Warrants") to purchase 4.9% of the New Equity Interests, calculated on a fully-diluted basis with such percentage calculated after giving effect to the exercise of the Noteholder Warrants, but not including, and subject to dilution on account of, New Equity Interests issued under the Management Incentive Plan, directly or indirectly to the Holders of Allowed Existing GTT Equity Interests in Class 9. The Equityholder Warrants shall be exercisable based upon an initial exercise price implied by a $2.8 billion enterprise value of the Reorganized Parent (in each case, subject to dilution and on terms and conditions more fully set forth in the Equityholder Warrant Term Sheet and applicable definitive documents).

(e) **Exit Revolving Credit Facility**

In advance of the Effective Date, the Debtors may, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld, conditioned, or delayed), seek to obtain a new cash flow or asset-based revolving credit facility of up to $75 million in the aggregate on terms acceptable to the Required Consenting Creditors (the "Exit Revolving Credit Facility").

1.5 Liquidation Analysis

The Debtors believe that the Plan provides Holders of Allowed Claims and Interests the same or greater recovery as would be achieved if the Debtors were to liquidate under chapter 7 of the Bankruptcy Code. This belief is based on a number of considerations, including: (a) that the Debtors' primary assets likely would have to be sold on a piecemeal basis in a chapter 7 liquidation and (b) the additional Administrative Expense Claims that would be incurred if the cases were converted to chapter 7 along with the other costs associated therewith.

The Debtors, with the assistance of their restructuring advisor, Alvarez & Marsal LLC ("A&M"), have prepared an unaudited liquidation analysis, which is attached hereto as **Exhibit D** (the "Liquidation Analysis"), to assist Holders of Claims and Interests in evaluating the Plan. The Liquidation Analysis compares the projected recoveries that would result from the liquidation of the Debtors in a hypothetical case under chapter 7 of the Bankruptcy Code with the estimated distributions to Holders of Allowed Claims and Interests under the Plan. The Liquidation Analysis is based on the value of the Debtors' assets and liabilities as of a certain date and incorporates various estimates and assumptions, including a hypothetical conversion to chapter 7 liquidation as of a certain date.

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[16] Specifically, the exercise price for each New Equity Interest issuable upon exercise of the Noteholder Warrants shall be set based on an equity value of the Reorganized Parent that, as of the Effective Date, provides for payment in full of the Allowed amount of the aggregate 2018 Credit Facility Claims, after taking into account dilution from the Management Incentive Plan and accrued but unpaid interest and the value of all distributions on account of such claims on or prior to the Effective Date (including, solely to the extent distributed, Excess Cash), minus all default-rate interest actually paid (i.e., payment of default interest shall be treated as principal recovery for purposes of exercise price calculation) on account of the 2018 Credit Facility Claims, minus all interest and fees of any kind (including original issue discount) paid to the lenders or any other party in connection with any debtor-in-possession financing in excess of the non-default rate interest that would have been payable on an equivalent amount of 2018 Credit Facility Claims from the Petition Date through the Effective Date. For the avoidance of doubt, the final Exercise Price will take into account the Deferred Consideration to the extent paid.

Further, the Liquidation Analysis is subject to potentially material changes, including with respect to economic and business conditions as well as legal rulings. Therefore, the actual liquidation value of the Debtors could vary materially from the estimate provided in the Liquidation Analysis.

1.6 Financial Information and Projections

In connection with planning and developing the Plan, the Debtors, with the assistance of their advisors, prepared projections for fiscal years 2022 through 2025 (the "Financial Projections"), which are attached hereto as **Exhibit E**, including management's assumptions related thereto. For purposes of the Financial Projections, the Debtors have assumed an Effective Date of December 31, 2021. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Debtors are unaware of any circumstances as of the date of this Disclosure Statement that would require the re-forecasting of the Financial Projections due to a material change in the Debtors' prospects.

The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, changes in the competitive environment, regulatory changes, and/or a variety of other factors, including the factors listed in this Disclosure Statement. Accordingly, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to significant business, economic, and competitive uncertainties. Therefore, such projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein. The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in this Disclosure Statement.

ARTICLE II

VOTING PROCEDURES AND REQUIREMENTS

2.1 Classes Entitled to Vote on the Plan

The following Classes are entitled to vote to accept or reject the Plan (collectively, the "Voting Classes"):

Class	Claim or Interest	Status
3	2018 Credit Facility Claims	Impaired
4	Senior Notes Claims	Impaired

If your Claim or Interest is not included in the Voting Classes, you are not entitled to vote and you will have not received a Solicitation Package (as defined below), including a Ballot setting forth detailed voting instructions. If you are a Holder of a Claim in one or more of the Voting Classes, you should read your Ballot(s) and carefully follow the instructions included in the Ballot(s). Please use only the Ballot(s) that accompany the applicable Solicitation Package, if any, or the Ballot(s) that the Debtors, or Prime Clerk LLC (the "Solicitation Agent") on behalf of the Debtors, otherwise provided to you. If you are a Holder of a Claim in more than one of the Voting Classes, you will receive a Ballot for each such Claim.

2.2 Votes Required for Acceptance by a Class

Under the Bankruptcy Code, whether a plan of reorganization has been accepted requires the amount and number of claims that voted to accept the plan to be calculated. A class is determined to have accepted a plan if creditors holding at least two-thirds in amount and a majority in number of the allowed claims in the class vote to accept the plan.

2.3 Certain Factors to Be Considered Prior to Voting

There are a variety of factors that all Holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan and include, among other things:

- unless otherwise specifically indicated, the financial information contained in the Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and the Disclosure Statement;

- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;

- the Debtors may request Confirmation without the acceptance of the Plan by all Impaired Classes in accordance with Bankruptcy Code section 1129(b); and

- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Expense Claims and Professional Fee Claims.

While these factors could affect distributions available to Holders of Allowed Claims and Interests under the Plan, the occurrence or impact of such factors may not necessarily affect the validity of the vote of the Voting Classes or necessarily require a re-solicitation of the votes of Holders of Claims in the Voting Classes pursuant to Bankruptcy Code section 1127.

For a further discussion of risk factors, please refer to "Certain Factors to Be Considered" described in Article VII of this Disclosure Statement.

2.4 Classes Not Solicited To Vote on the Plan

Under the Bankruptcy Code, holders of claims and interests are not entitled to vote if their contractual rights are unimpaired by the proposed plan or if they will receive no property under the plan. Accordingly, the following Classes of Claims against and Interests in the Debtors were not solicited to vote to accept or reject the Plan:

Class	Claim or Interest	Status	Voting Status
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
8	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
9	Existing GTT Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

2.5 Solicitation Procedures

(a) Solicitation Agent

The Debtors have retained Prime Clerk LLC to act as, among other things, the Solicitation Agent in connection with the solicitation of votes to accept or reject the Plan.

(b) **Solicitation Package**

The following materials constitute the solicitation package (collectively, the "Solicitation Package") distributed to Holders of Claims in the Voting Classes:

- a transmittal cover letter;
- a Ballot and applicable voting instructions, together with a pre-paid, pre-addressed return envelope; and
- this Disclosure Statement and all exhibits hereto, including the Plan and all exhibits thereto; *provided* that the Plan Supplement documents shall not be part of the Solicitation Package and will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

(c) **Distribution of the Solicitation Package and Plan Supplement**

The Debtors caused the Solicitation Agent to distribute the Solicitation Package to Holders of Claims in the Voting Classes on September 24, 2021, which is more than twenty-one (21) days before the Voting Deadline (*i.e.*, 5:00 p.m. (prevailing Eastern Time) on October 26, 2021).

The Solicitation Package may also be obtained from the Solicitation Agent by: (i) calling the Solicitation Agent at (877) 329-1803 (U.S. toll free) or (347) 532-7908 (international toll), (ii) emailing GTTBallots@primeclerk.com and referencing "GTT BALLOTS VOTE" in the subject line, (iii) visiting the Debtors' solicitation website at https://cases.primeclerk.com/GTTBallots, and/or (iv) writing to the Solicitation Agent at GTT Communications, Inc. Ballot Processing, c/o Prime Clerk, LLC, One Grand Central Place, 60 East 42nd St, Suite 1440, New York, NY 10165. After the Debtors file the Chapter 11 Cases, you may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, https://cases.primeclerk.com/GTTBallots, or for a fee via PACER at https://www.pacer.gov/.

The Debtors shall file the Plan Supplement with the Bankruptcy Court no later than ten (10) days before the commencement of the Confirmation Hearing. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website. The Debtors will not serve copies of the Plan Supplement; however, parties may obtain a copy of the Plan Supplement from the Solicitation Agent by: (i) calling the Solicitation Agent at the telephone numbers set forth above; (ii) visiting the Debtors' restructuring website, https://cases.primeclerk.com/GTTBallots; or (iii) writing to the GTT Communications, Inc. Ballot Processing, c/o Prime Clerk, LLC, One Grand Central Place, 60 East 42nd St, Suite 1440, New York, NY 10165.

(d) **Equity Opt Out Process**

Holders of Class 9 Existing GTT Equity Interests will be provided a form with which to opt-out of the Third-Party Release contained in Section 8.3 of the Plan (the "Equity Opt-Out Form"), once the Equity Opt-Out Form is approved by the Bankruptcy Court.

2.6 Voting Procedures

September 22, 2021 (the "Voting Record Date") is the date that was used for determining which Holders of Claims are entitled to vote to accept or reject the Plan and receive the Solicitation Package in accordance with the solicitation procedures. Except as otherwise set forth herein, the Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' creditors and other parties in interest.

In order for the Holder of a Claim in the Voting Classes to have its Ballot counted as a vote to accept or reject the Plan, such Holder's Ballot must be properly completed, executed, and delivered by (a) using the enclosed pre-paid, pre-addressed return envelope, (b) via first class mail, overnight courier, or hand delivery to GTT Communications, Inc. Ballot Processing, c/o Prime Clerk, LLC, One Grand Central Place, 60 East 42nd St, Suite 1440, New York, NY 10165, or (c) via the e-ballot portal using the e-ballot ID on the Holder's Ballot at https://cases.primeclerk.com/GTTBallots, so that such Holder's Ballot is actually received by the Solicitation Agent on or before the Voting Deadline, which is October 26, 2021 at 5:00 p.m. (prevailing Eastern Time). With respect to beneficial Holders of Claims in Class 4 (Senior Notes Claims), such beneficial Holders must properly execute, complete, and deliver beneficial Holder Ballots to their respective bank, broker, intermediary, nominee, or agent (each, a "Nominee") in accordance with such Nominee's instructions and in sufficient time so that the Nominees may verify, tabulate, and include such beneficial Holder Ballots in a master Ballot and return the master Ballots so that the Solicitation Agent receives them no later than the Voting Deadline. Nominees are permitted to return master Ballots to the Solicitation Agent via email to GTTBallots@primeclerk.com (referencing "GTT BALLOTS VOTE" in the subject line). Nominees are permitted to distribute the Solicitation Package and collect and tabulate votes in accordance with their customary and internal procedures, which may include the use of a "voting instruction form" or otherwise.

If you hold Claims in more than one Voting Class under the Plan, you should have received a separate Ballot for each Class of Claims, coded by Class number, and a set of Solicitation Materials. You may also have received more than one Ballot if you hold Claims through one or more affiliated funds, in which case the vote cast by each such affiliated fund will be counted separately. Separate Claims held by affiliated funds in a particular Class shall not be aggregated, and the vote of each such affiliated fund related to its Claims shall be treated as a separate vote to accept or reject the Plan, as applicable. If you hold any portion of a single Claim, you and all other Holders of any portion of such Claim will be (a) treated as a single creditor for voting purposes and (b) required to vote every portion of such Claim collectively to either accept or reject the Plan.

IF A BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED UNLESS THE DEBTORS DETERMINE OTHERWISE OR AS ORDERED BY THE BANKRUPTCY COURT.

ANY BALLOT THAT IS PROPERLY EXECUTED BY THE HOLDER OF A CLAIM BUT THAT DOES NOT CLEARLY INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN OR ANY BALLOT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

EACH HOLDER OF A CLAIM MUST VOTE ALL OF ITS CLAIMS WITHIN A PARTICULAR CLASS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTES. BY SIGNING AND RETURNING A BALLOT, EACH HOLDER OF A CLASS 3 2018 CREDIT FACILITY CLAIM OR A CLASS 4 SENIOR NOTES CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS WITH RESPECT TO SUCH CLAIM HAVE BEEN CAST OR, IF ANY OTHER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLASS OF CLAIMS, SUCH OTHER BALLOTS INDICATED THE SAME VOTE TO ACCEPT OR REJECT THE PLAN. IF A HOLDER CASTS MULTIPLE BALLOTS WITH RESPECT TO THE SAME CLAIM AND THOSE BALLOTS ARE IN CONFLICT WITH EACH OTHER, THE LAST PROPERLY EXECUTED BALLOT WILL BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

IT IS IMPORTANT THAT THE HOLDER OF A CLAIM IN THE VOTING CLASSES FOLLOW THE SPECIFIC INSTRUCTIONS PROVIDED ON SUCH HOLDER'S BALLOT AND THE ACCOMPANYING INSTRUCTIONS (OR, WITH RESPECT TO BENEFICIAL HOLDERS OF CLASS 4 SENIOR NOTES CLAIMS, OTHERWISE FOLLOW THE INSTRUCTION OF ITS NOMINEE). SUBJECT TO THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT, NO BALLOT MAY BE WITHDRAWN OR MODIFIED AFTER THE VOTING DEADLINE WITHOUT THE DEBTORS' PRIOR CONSENT OR PERMISSION OF THE BANKRUPTCY COURT.

ARTICLE III

THE COMPANY'S BUSINESS DESCRIPTIONS

3.1 Corporate History

The Company is a provider of network connectivity and internet service, with its principal executive offices located in McLean, Virginia. GTT is incorporated in Delaware. The Company has offices, data centers, colocation facilities and points of presence throughout North America, Europe, Asia, South America, Africa and Australia.

Additionally, prior to the I Squared Infrastructure Sale, the Company owned ten cable landing stations in North America and Europe and three transatlantic telecommunications cables.

The Company was founded in 2005 when Mercator Partners Acquisition Corp. acquired Global Internetworking, Inc., a telecommunications services integrator and network solutions provider founded in 1998, and European Telecommunications & Technology Ltd., a telecommunications provider that operated out of the United Kingdom. The acquired companies' operations were merged to form Global Telecom & Technology, Inc. In January 2014, Global Telecom & Technology, Inc. changed its name to GTT Communications, Inc.

The Company has pursued a roll-up acquisition strategy from its inception. The acquisition strategy allowed the Company to expand its service offerings, increase its operating leverage, extend its network and broaden its client base. It also provided the Company with the ability to compete against larger telecommunications companies but, as noted elsewhere herein, the debt incurred to implement the roll-up acquisition strategy eventually resulted in the Company becoming overleveraged and was a precipitating factor that resulted in the Debtors' need to pursue a deleveraging transaction through the Chapter 11 Cases.

Prior to 2017 the Company's growth strategy focused primarily on acquiring similar asset-light networking companies that offered different services and/or reached different markets. The Company's strategy was to realize cost synergies by reducing headcount, sharing network resources across a broader customer base and more efficiently allocating selling, general and administrative expenses spend. These acquisitions include:

- **December 2009**: WBS Connect, LLC, TEK Channel Consulting, LLC and WBS Connect Europe Ltd., which, collectively, provided global IP transit and data transport services worldwide;

- **June 2011**: PacketExchange (Ireland) Limited ("PacketExchange"), a Tier 2 provider of customized Ethernet[17] network solutions for approximately 500 customers worldwide, whose redundant network stretched across over 20 major cities in Europe, the U.S. and Asia;

- **April 2012**: nLayer Communications Inc. ("nLayer"), a Tier 2 network operator which owned and operated its own continuously upgraded all-optical IP/MPLS[18] network and provided wholesale IP transit, data transport and managed networking services in major markets throughout North America and Europe. The acquisitions of PacketExchange and nLayer allowed the Company to expand its WAN connectivity by building its own MPLS/IP network, which transformed the Company from a reseller of services to a network operator;

- **February 2013**: IDC Global Incorporated, a privately held company based in Chicago, Illinois, which owned and operated two data center facilities and its own metro optical fiber network[19] in Chicago and provided cloud networking, colocation and managed cloud services with a focus on providing multi-location enterprises with a complete portfolio of cloud infrastructure services;

- **April 2013**: NT Network Services, LLC and NT Network Services, LLC SCS, which, together with their subsidiaries, consisted of the data transport business of Neutral Tandem, Inc. (doing business as Inteliquent), a Tier 1 IP network, resulting in Tier 1 status for the Company's global IP network;

- **October 2014**: United Network Services, Inc. ("UNSi"), which delivered high capacity Ethernet and MPLS WAN solutions, internet services and a broad range of managed services;

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17 Ethernet refers to a wired connection that is used to connect multiple devices in a network. A LAN can be created by connecting Ethernet to a router.

18 MPLS means multiprotocol label switching, which is a routing technique that increases the speed of traffic flows across networks.

19 A fiber network uses fiber-optic cables to transmit data at high speeds and with low lag time.

- **April 2015**: MegaPath Corporation ("MegaPath"), a provider of private WANs, internet access services, managed services and managed security to multinational clients. With the acquisitions of UNSi and MegaPath, the Company expanded its managed services;

- **October 2015**: One Source Networks Inc., a provider of global data, internet, SIP trunking[20] and managed services to Fortune 1000 companies;

- **February 2016**: Telnes Broadband, a provider of internet and managed services which allowed the Company to accelerate its channel capabilities with the addition of Telnes Broadband's indirect sales channel and enabled the Company to extend its offerings of global internet, EtherCloud WANs, managed services and voice services across a wider set of markets;

- **January 2017**: Hibernia Networks ("Hibernia"), a leading provider of global, high-speed network connectivity solutions and owner of terrestrial and submarine fiber assets, including (x) five submarine cables—including three transatlantic cables one of which was Hibernia Express, the lowest latency transatlantic submarine cable system in existence[21]—and (y) eight cable landing stations. The Hibernia acquisition also provided the Company with (i) new global PoPs, expanding the Company's Tier 1 IP network to over 300 in total; (ii) optical and low latency transport, video and CDN services[22], and (iii) key relationships with marquee clients, specifically within the financial services, media and entertainment, web-centric and service provider segments;

- **June 2017**: Perseus Telecom, a provider of high-speed network connectivity that served many of the world's top financial and eCommerce companies. The acquisition of Perseus (i) extended the reach of the Company's global Tier 1 IP backbone with new PoPs and routes connecting key markets in Latin America, Asia Pacific, India and South Africa, including Pacific Express, the new low latency route between Chicago and Tokyo; (ii) increased the Company client base, adding clients in the financial service and eCommerce segments; and (iii) reinforced the Company's market leadership in ultra-low latency services and augmented cloud networking portfolio with financial market data services. With the acquisitions of Hibernia and Perseus Telecom, the Company solidified its position as a leading service provider for the financial industry;

- **September 2017**: Global Capacity, a Massachusetts-based provider of network connectivity solutions that simplifies the process of connecting enterprises to high-value cloud and business destinations. The acquisition (i) increased the Company's customer base to reach clients in health care, retail, carrier and application service providers; (ii) augmented the Company's managed SD-WAN service with diverse access options, including an extensive on-net Ethernet over copper infrastructure; and (iii) expanded scale and network reach with "last mile" connectivity to over 9.6 million U.S. commercial addresses;

- **October 2017**: Transbeam, Inc., a provider of managed data and voice services. The acquisition (i) added marquee U.S. clients in the hospitality, entertainment and retail segments; (ii) expanded the Company's scale and deepened its network footprint throughout the Northeast; and (iii) augmented the

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20 SIP trunking provides an alternative to analog phone lines, allowing customers to make calls over long distances using the internet.

21 A transatlantic telecommunications cable is a submarine communications cable connecting one side of the Atlantic Ocean to the other. Latency refers to a short period of delay between when a signal enters and exits a system. In voice networks, for example, latency must be low enough so the delay in speech does not cause problems with conversation.

22 A content delivery network or content distribution network ("CDN") is a geographically distributed network of servers and data centers that minimizes delays in loading web content such as video streaming by reducing the physical distance between the server and the user.

Company's managed SD-WAN service with broadband, wireless and Ethernet over copper capabilities, which complemented the assets gained through the Company's acquisition of Global Capacity;

- **December 2017**: Custom Connect International B.V., an Amsterdam-headquartered provider of high-speed network connectivity serving the world's leading multinational enterprises and financial trading firms. The acquisition (i) extended the reach of the Company's global Tier 1 IP backbone with additional PoPs in Europe and the Middle East; (ii) augmented the Company's portfolio of ultra-low latency services with the industry's lowest latency service from Frankfurt to London, New York and Chicago; (iii) aligned the Company's portfolio of cloud networking services, including Ethernet, IP and SD-WAN; (iv) deepened the Company's base of multinational clients with highly strategic accounts; and (v) expanded the Company's sales presence in Belgium, the Netherlands and Luxembourg;

- **March 2018**: Accelerated Connections, Inc., a Toronto-based provider of managed networking, voice over IP[23] and colocation services, serving large Canadian enterprises. The acquisition (i) created one of the largest non-incumbent network footprints in the Canadian market; (ii) extended the Company's market presence and unique network assets in Canada, including its landing station for GTT Express, the lowest latency transatlantic cable system; (iii) contributed complementary connectivity, voice over IP and managed service offerings to the Company's cloud networking service portfolio; and (iv) added strategic clients in key vertical markets, including hospitality, retail and financial services;

- **May 2018**: Interoute Communications Holdings S.A ("Interoute"), a Luxembourg operator of one of Europe's largest independent fiber networks and cloud networking platforms. The acquisition (i) expanded the Company's Tier 1 global IP network with one of Europe's most extensive fiber footprints, with the network including over 400 PoPs, spanning 24 metro areas and interconnecting 126 cities across 29 countries; (ii) strengthened the Company's leadership position in SD-WAN with expanded capabilities; (iii) added 15 data centers, 17 virtual data centers[24] and 51 colocation facilities, enhancing the Company's cloud connectivity platform; (iv) contributed infrastructure, hosted and edge services[25] to the Company's suite of cloud networking services and expanded and complemented the Company's multinational client base, adding over 1,000 strategic enterprise and carrier clients, primarily headquartered in Europe; and (v) enhanced the Company's global client-facing team with a world-class sales, operations and customer service organization;

- **October 2018**: Access Point, Inc., a North Carolina-based provider of voice, internet, private network,[26] IT telephony, managed services and SD-WAN in the U.S. market;

- **December 2019**: KPN International, a division of Netherlands-based telecommunications company KPN N.V., a provider of global IP network services for enterprise and carrier clients.

These acquisitions resulted in a substantial increase in the Company's revenues as demonstrated by the following chart:

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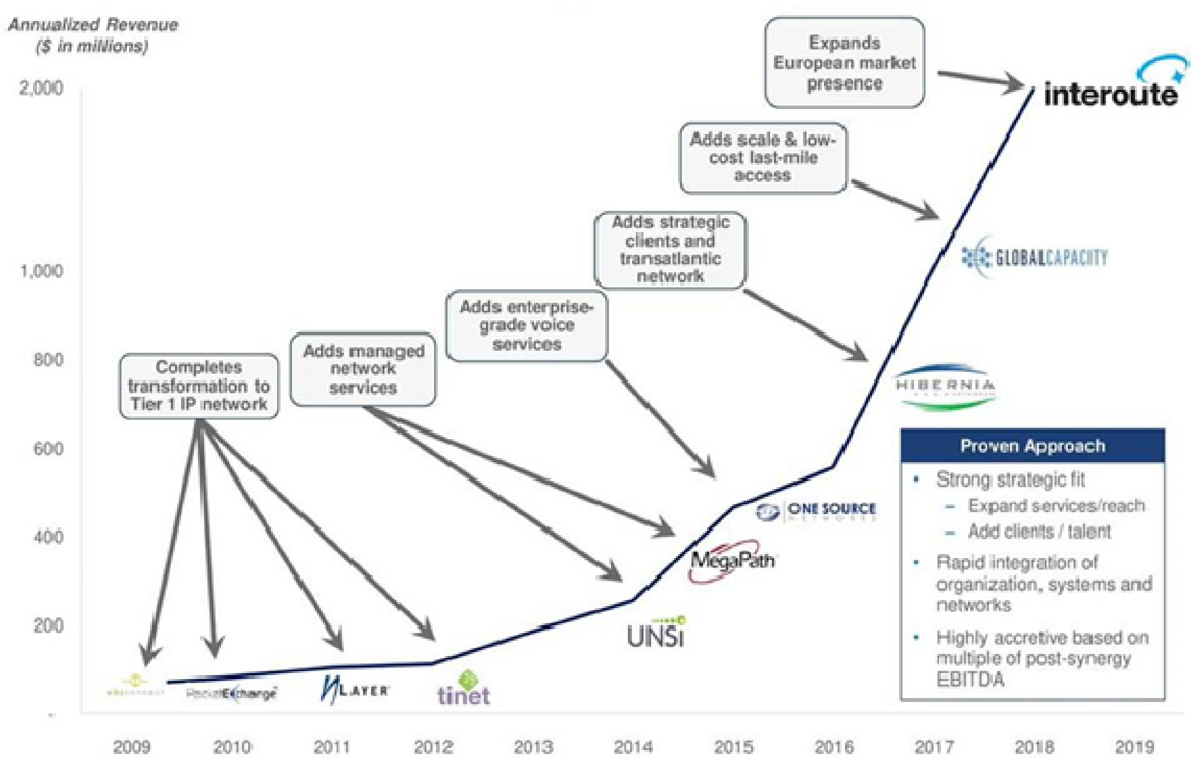
23 Voice over IP is a technology that converts voice calls to digital signals that are transmitted over the internet. This allows for voice calls to be made via broadband internet connections rather than analog phone lines.

24 A virtual data center is the virtual version of a physical data center, in which the storage, networking, processing power and security services traditionally provided by physical data centers exist through the use of software.

25 Hosted services refers generally to the provision of services that rely upon servers and other infrastructure in different physical locations. Edge services allow for computation of data much closer to the point(s) of data collection, including on the computing devices themselves, as well as at micro data centers.

26 A private network is a network that uses private IP address space, i.e., IP addresses that cannot be accessed by the general public.



The acquisition of Hibernia in 2017 was a departure from the Company's asset-light strategy. Hibernia owned terrestrial and submarine fiber assets including three transatlantic submarine cables. Before the Hibernia acquisition in 2017, the Company purchased access to transatlantic cables from third parties in order to service the Company's substantial client base in the United States and Europe—and spent a significant amount of money to do so. With the acquisition of Hibernia's transatlantic cables, the Company was able to increase its capacity meaningfully and eliminate the expense associated with accessing third party cables. Additionally, in 2018, the Company acquired Interoute, a major European telecommunications company, which owned a large European fiber network and serviced a large customer base. Interoute was the Company's largest acquisition to date. Its earnings and revenues were comparable to the Company's, and it had approximately twice as many employees.

3.2 Business Operations

(a) **Business Solutions**

Unlike traditional telecommunications companies, which invest billions of dollars to build and maintain massive physical infrastructure systems and service customers connected to those systems, the Company was designed to generate as much or more in free cash flow as these much larger rivals but without having to invest in and maintain a comparable capital-intensive infrastructure. By instead renting space on infrastructure owned by the large telecommunications companies, the Company generally limits its capital expenditures and services a greater number of customers than its infrastructure-heavy competitors.

(1) **Tier 1 Global Network**

The Company provides its customers with a wide variety of services including internet, email, instant messaging, videoconferencing and teleconferencing. The Company provides these services by connecting its customers to one of its "Points of Presence" ("PoP") from where the customer has access to the Company's Tier 1 global internet protocol ("IP") network.[27] A PoP is a physical location located within a "data center" (often an office building) that houses the network equipment that transmits data across the IP network.[28]

The first step in the transmittal process is physically connecting a customer to one of the Company's PoPs. To do this, the Company contracts with providers of what are known as "last mile" cables, which typically are large telecommunications companies that have physically laid the connecting cables. Those cables may be fiber, but also may be traditional DSL or coaxial cable lines and, in some cases, wireless connections. The speed at which data is transmitted between customer locations and PoPs is far slower than transmittal speeds across the Company's Tier 1 network. Thus, it is essential to minimize the amount of time that data spends traveling across the "last mile" cables connecting customer locations and PoPs. By having more than 600 unique PoPs spanning North America, South America, Europe, the Middle East, Asia and Australia, the Company helps minimize connection times because shorter physical distances between customers and PoPs allow for faster and more accurate transmission of data.

Once data is received at a PoP, that data can move seamlessly across the Company's Tier 1 network at lightning fast speeds. The PoPs issue what are known as IP routing protocols which govern the transmission of data across the internet, including selection of the most efficient physical route for data to follow. These IP routing protocols allow data to travel, for example, to "cloud" servers where customer information is stored and may be retrieved. They also allow the personnel of the Company's enterprise clients, who are located around the world, to communicate seamlessly with one another, by making voice and audio calls and accessing the internet. The Company's Tier 1 network is one of the leading such networks, and the Company is ranked among the top five global Tier 1 network providers, as measured in terms of IP address space.[29]

The Company's Tier 1 network is a virtual network distinguished from its former Infrastructure Business. While the Company, prior to the I Squared Infrastructure Sale, owned some physical cables (including three transatlantic submarine cables and a large fiber-optic cable network in Europe), it generally does not own the physical infrastructure across which data is carried. Instead, it typically leases space on cable infrastructure owned by third party suppliers. Supplier agreements for "lit" capacity—the capacity available for use on a cable—are typically short-term commitments with an option to renew, which enables the Company to maintain significant flexibility regarding the amount of bandwidth purchased and benefit from current competitive pricing. For "last mile" connections, the Company typically structures the supplier agreement terms to match the terms of the underlying client contract.

(2) **Network Operations Centers**

The Company's network is supported by four main network operations centers located in the United States, Ireland, Bulgaria and India (the "Network Operations Centers"). The Network Operations Centers provide active

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27 A network is a collection of independent computers that exchange information with each other over a shared communication medium. Internet is the term used to describe the relationship among several networks communicating with one another. Different types of networks include: (i) local area networks ("LANs"), which are usually confined to a limited geographic area such as a single building or campus and (ii) wide area networks ("WANs"), which combine multiple LANs with dedicated cable lines, satellite links or data carrier services. GTT offers both traditional WANs which use physical routers to direct traffic onto the internet, and what is known as software defined wide area networks ("SD-WANs") which use software to control and route internet traffic.

An IP protocol network uses programmed rules or commands to route internet traffic from one location to another. Through its Tier 1 network, the Company can send internet traffic to all networks connected to the internet without paying any fees, whereas some Tier 2 and all Tier 3 network providers must pay to send internet traffic on their networks to other networks. As a Tier 1 network operator, GTT is party to peering agreements, which ensure free and reciprocal access to the respective networks of other Tier 1 providers.

28 Data centers, colocation facilities and points of presence all refer to the physical spaces that house GTT's networking equipment, including servers, switches and routers that store, process and/or distribute data.

29 An IP address is a unique identifier that identifies each computer or device on a network. IP address space measures the number of IP addresses on the network.

monitoring, prioritization and resolution of network-related events 24 hours per day, 7 days per week, respond to client network inquiries and coordinate and notify clients of maintenance activities.

(3) **Client-Facing IT Systems**

The Company maintains several proprietary, client-facing IT systems, which allow the Company to provide clients with advanced routing control and visibility into their network performance. The Company's proprietary online client portal (EtherVision) provides clients with online access to monitor their network performance and track real-time statistics. The Company also has developed a comprehensive Client Management Database ("CMD") that manages its network, client and supplier contracts, sales quoting and service provisioning. CMD also supports the Company's financial reporting and other operational processes, as well as its integration of acquired companies.

(b) **Employees**

The Company has approximately 2,350 employees, approximately 700 of whom are employed by the Debtors. Of the 700 individuals employed by the Debtors, approximately 695 are full-time employees and 5 are part-time employees.

(c) **Pending Litigation**

In the ordinary course of business, the Debtors are defendants in, or parties to, pending and threatened legal actions and proceedings, including the following actions:

(1) ***In re GTT Communications, Inc. Securities Litigation***

A federal securities class action was filed against GTT on January 12, 2021. The case, captioned *In re GTT Communications, Inc. Securities Litigation*, Master File No. 2:21-cv-00270-DOC-AS, is pending in the United States District Court for the Central District of California. A consolidated amended complaint was filed on August 17, 2021 by the court-appointed lead plaintiff, Arthur Capital Inc. (the "Lead Plaintiff") which asserts claims under Section 10(b) and 20(a) of the Securities Exchange Act of 1934 during a class period alleged to begin on May 5, 2016 through July 30, 2021. As of the date hereof, no class has been certified. The Company, however, has reached an agreement in principle on a settlement of this action, which will be limited to the proceeds available from an applicable insurance policy. Because the settlement will be limited to insurance proceeds, the Debtors expect to enter into a stipulation with the Lead Plaintiff for the lifting of the automatic stay pursuant to Bankruptcy Code section 362(d) in order to allow the Lead Plaintiff to seek applicable approvals from the court to enable the settlement to proceed.

(2) ***Blackburn v. Calder, et al.***

Between February 16, 2021 and May 13, 2021, stockholder derivative suits were filed against current and former members of the Board of Directors. The derivative actions have been consolidated and captioned *Blackburn v. Calder, et al.*, Case No. 1:21-cv-00211-MN, and the consolidated action is pending in the United States District Court for the District of Delaware. A joint stipulation and order consolidating the related derivative actions and appointing co-lead counsel was entered on June 8, 2021. This action will be stayed pursuant to Bankruptcy Code section 362(a) and become property of the Debtors' Estates upon the commencement of the Chapter 11 Cases.

3.3 Prepetition Corporate and Capital Structure

(a) **Corporate Structure**

The Company is publicly held. A corporate organization chart depicting the ownership structure of the Debtors and their non-Debtor Affiliates is attached as **Exhibit F**.

In connection with entry into the Restructuring Support Agreement and the Credit Agreement Forbearance and Consent (as defined below and described in more detail herein), the Company entered into the Non-U.S. EMEA Credit Party Forbearance Agreement (the "Foreign Obligor Forbearance Agreement") whereby each "Consenting

Lender" party to the Credit Agreement Forbearance and Consent and the administrative agent under the Credit Agreement agreed to forbear from exercising any and all rights and remedies with respect to events of default caused by the Chapter 11 Cases against twenty-seven (27) foreign direct and indirect subsidiaries of GTT.[30] The Foreign Obligor Forbearance Agreement is valuable to the Debtors because it prevents the filing of these foreign entities, enabling the Company to continue ordinary course operations in those jurisdictions without interruption.

(b) **Capital Structure**

The Debtors are obligors (either as borrower or guarantor) on a principal amount of prepetition funded indebtedness totaling approximately $2.015 billion, as summarized below, as of September 30, 2021:[31]

Obligation/Facility	Maturity Date	Outstanding Principal Amount
Revolving Facility	May 31, 2023	$38,130,907
U.S. Term Facility	May 31, 2025	$870,394,354
EMEA Term Facility:	May 31, 2025	
Original EMEA Term Loans[32]		$435,565,988
2020 EMEA Term Loans		$70,093,110
Hedging Obligations	N/A	$26,073,009
Total Secured Debt		**$1,440,257,369**
Unsecured Notes	December 31, 2024	$575,000,000
Total Unsecured Debt		**$575,000,000**
Total Debt		**$2,015,257,369**
Memo: Cash Collateralized Letters of Credit	N/A	$4,743,545

(1) **Prepetition Revolving and Term Loan Credit Facility**

GTT and GTT B.V., are parties to a credit agreement, dated as of May 31, 2018 (as amended, supplemented or otherwise modified, the "Credit Agreement"), with a syndicate of lenders (the "Secured Lenders") and KeyBank National Association ("KeyBank") as the administrative agent and letter of credit issuer (the "Administrative Agent"). The Company has approximately $1.414 billion in total indebtedness outstanding under the Credit Agreement.[33]

Pursuant to the Credit Agreement, GTT is the borrower on (i) a term loan facility (the "U.S. Term Facility") pursuant to which certain Secured Lenders made dollar-denominated term loans to GTT (the "U.S. Term Loans") in the original principal amount of $1.77 billion and (ii) a revolving credit facility (the "Revolving Facility") (which originally included a $50 million letter of credit facility) pursuant to which certain Secured Lenders with Revolving

30 The 27 foreign entities included in the Foreign Obligor Forbearance are: 2497817 Ontario Limited, Accelerated Connections Inc., GTT Communications B.V., GTT Holdings Limited, GTT-EMEA Ltd., Hibernia Atlantic (UK) Limited, Hibernia Atlantic Cable System Limited, Hibernia Atlantic Communications (Canada) Company, Hibernia Express (Canada) Limited, Hibernia Express (Ireland) Limited, Hibernia Express (UK) Limited, Hibernia International Assets Inc., Hibernia Media (UK) Limited, Hibernia NGS Limited, Interoute Communications Holdings Limited, Interoute Communications Limited, GTT Netherlands B.V., Interoute Managed Services Sweden AB, GTT Switzerland Sàrl, Interoute Media Services Limited, Interoute Networks Limited, Perseus Telecom Limited, GTT GmbH, Global Telecom and Technology Holdings Ireland Limited, GTT Holdings Netherlands B.V., Interoute Cloud Netherlands B.V., GTT Communications Switzerland Sàrl.

31 Amounts outstanding under the Prepetition Term Loans account for amortization payments scheduled to be made on September 30, 2021.

32 Based on 1.181x EUR/USD spot rate.

33 Based on 1.181x EUR/USD spot rate.

Commitments (the "Revolving Lenders") made certain revolving loans the "Revolving Loans") to GTT in the original principal amount of $250 million.[34]

Additionally, pursuant to the Credit Agreement, GTT B.V. is the borrower on a dual tranche EMEA term facility (the "EMEA Term Facility" and, collectively with the Revolving Facility and the U.S. Term Facility, the "Revolving and Term Loan Credit Facilities") pursuant to which (i) certain Secured Lenders made a euro-denominated term loan in the original principal amount of €750.0 million (the "Original EMEA Term Loans") and (ii) certain Secured Lenders made a dollar-denominated term loan in the original principal amount of $140 million (the "2020 EMEA Term Loans" and, together with the Original EMEA Term Loans, the "EMEA Term Loans" and, together with the U.S. Term Loans, the "Prepetition Term Loans").

As of the Petition Date, approximately $870 million in principal will be outstanding under the U.S. Term Facility, approximately $38 million in principal will be outstanding under the Revolving Facility, approximately $436 million in principal will be outstanding under the Original EMEA Term Loans[35] and approximately $70 million in principal will be outstanding under the 2020 EMEA Term Loans, all plus accrued and unpaid interest.

A. Prepetition Credit Facilities Forbearance Agreements

Between October 2020 and August 2021, the Borrowers and the U.S. Credit Parties (as defined in the Credit Agreement) entered into certain forbearance agreements and certain amendments thereto (collectively, the "Prepetition Credit Facilities Forbearance Agreements") with the Administrative Agent and certain Lenders (the "Forbearing Lenders") holding not less than a majority of the outstanding loans and revolving commitments under the Credit Agreement in the aggregate and Revolving Lenders holding not less than a majority of outstanding revolving commitments under the Credit Agreement.

Pursuant to the Prepetition Credit Facilities Forbearance Agreements, the Forbearing Lenders agreed to forbear from exercising any rights or seeking any remedies that may be available to them under the Credit Agreement or applicable law during the forbearance period. This included, among other things, agreeing not to direct the Administrative Agent to take any action related to Events of Default that may have occurred, including, among other things, with respect to (i) GTT's failure to deliver certain of its quarterly financial reports timely; (ii) any amendment, supplement, modification, restatement and/or withdrawal or public statement of non-reliance on (A) any audit opinion related to historical consolidated financial statements or (B) historical consolidated financial statements; (iii) the occurrence and continuance any defaults specified in the Second Notes Forbearance Agreement; and (iv) GTT's failure to timely deliver its 2020 annual financial report.

B. CAM Agreement

On May 31, 2018, the Secured Lenders entered into a side agreement governing the allocation of all proceeds collected by the Administrative Agent upon an acceleration of any of the obligations under the Credit Agreement and certain other triggering events (the "CAM Agreement"). Under the CAM Agreement, the Secured Lenders agreed to share entirely *pro rata* in all recoveries received by the Administrative Agent upon an acceleration of any of the obligations under the Credit Agreement, including an acceleration caused by GTT's filing of a chapter 11 case.

During negotiations among GTT and certain of the Secured Lenders regarding the Priming Term Facility (discussed below), certain of the Secured Lenders expressed a desire to amend this *pro rata* treatment with respect to proceeds received in respect of a qualifying sale of the Infrastructure Business under certain circumstances. The result was the execution of an amendment to the CAM Agreement on December 28, 2020, pursuant to which the Secured Lenders agreed that the EMEA Term Loans would receive a priority recovery vis-à-vis the U.S. Term Loans with

[34] As described below, in connection with an extension of the Forbearance Agreements (defined below), the Revolving Facility was reduced from $250 million to $85.7 million.

[35] Based on 1.181x EUR/USD spot rate.

respect to the proceeds of a qualifying sale of the Infrastructure Business if such sale took place in connection with, among other things, a prearranged or prepackaged chapter 11 filing.

The CAM Agreement was amended further on September 1, 2021 through the CAM Amendment. The CAM Amendment sets forth the agreements among the holders of the US Secured Loans, the Original EMEA Term Loans and the 2020 EMEA Term Loans with respect to certain modifications to the CAM Agreement as discussed in Section 4.3(c) below.

(2) **Senior Notes**

GTT has outstanding 7.875% Senior Notes due in 2024 ("Senior Notes") in an aggregate principal amount of $575 million. The Senior Notes are governed by an indenture dated as of December 22, 2016 (as amended, supplemented or otherwise modified, the "Senior Notes Indenture"), by and between GTT, as successor by merger to GTT Escrow Corporation, and Wilmington Trust, National Association, as Indenture Trustee (the "Indenture Trustee").

The Senior Notes, which were issued in three tranches, have identical terms other than their issuance date and offering price. The first issuance of Senior Notes under the Senior Notes Indenture was on December 22, 2016, and was in the principal amount of $300 million. The subsequent issuances of Senior Notes under the Senior Notes Indenture were on June 9, 2017, and October 10, 2017, and were in the principal amounts of $150 million and $125 million, respectively. All tranches of the Senior Notes rank *pari passu* with one another.

Under the terms of the Senior Notes Indenture, GTT had (i) until September 1, 2020, to file with the SEC its second quarter of 2020 financial report (the "Q2 2020 Financial Report"), (ii) until December 1, 2020, to file with the SEC its third quarter of 2020 financial report (the "Q3 2020 Financial Report"), (iii) until April 15, 2021, to file with the SEC its annual financial report for 2020 (the "2020 10-K"),(iv) until June 1, 2021, to file with the SEC its first quarter of 2021 financial report (the "Q1 2021 Financial Report") and (v) until August 31, 2021, to file with the SEC its second quarter of 2021 financial report (the "Q2 2021 Financial Report"). GTT has not filed the Q2 2020 Financial Report, the Q3 2020 Financial Report, the 2020 10-K, the Q1 2021 Financial Report or the Q2 2021 Financial Report with the SEC, and as a result, GTT received a notice of default from the Holders of Senior Notes representing 25% or more of the aggregate principal amount of the Senior Notes on September 2, 2020, a notice of default from the Indenture Trustee on December 7, 2020, a notice of default from the Indenture Trustee on April 29, 2021, a notice of default from the Indenture Trustee on July 2, 2021 and a notice of default from the Indenture Trustee on September 16, 2021, respectively. Those defaults are ongoing. Each of these notices of default began 60-day grace periods before the failure to file would mature into an Event of Default (as defined in the Senior Notes Indenture) that would permit acceleration of the Senior Notes. In addition, under the terms of the Senior Notes Indenture, GTT had a scheduled interest payment due on June 30, 2021 that was not made. This interest payment default is ongoing. Under the terms of the Senior Notes Indenture, the failure to make the June 30, 2021 interest payment by July 30, 2021 constituted an Event of Default (as defined in the Senior Notes Indenture) that would have permitted acceleration of the Senior Notes.

Between October 2020 and August 2021, the Company entered into forbearance agreements and certain amendments thereto (collectively, the "Notes Forbearance Agreements") with certain Holders of Senior Notes (the "Forbearing Noteholders") that held a majority of the outstanding aggregate principal amount of Senior Notes. The Forbearing Noteholders agreed, pursuant to the Notes Forbearance Agreements, to forbear from exercising any rights or seeking any remedies that may be available to them under the Senior Notes Indenture, the Senior Notes or applicable law, including not directing the Indenture Trustee to take any such action, with respect to defaults and events of default that have occurred, or that may occur as a result of (i) GTT's failure to timely file the Q2 2020 Financial Report, the Q3 2020 Financial Report, the 2020 10-K, the Q1 2021 Financial Report and the Q2 2021 Financial Report with the SEC; (ii) the occurrence and continuance of certain defaults specified in the Prepetition Credit Facilities Forbearance Agreements; and (iii) GTT's failure to pay the interest payment due with respect to the Senior Notes on June 30, 2021.

(3) **Letters of Credit**

GTT has several issued and outstanding letters of credit with the Administrative Agent in support of rent, trade, performance, backstop and other obligations (collectively, the "Letters of Credit"). The face amount of the outstanding Letters of Credit is approximately $4.7 million, all of which constitutes secured obligations under the Credit Agreement. The Letters of Credit were cash collateralized at 105% and in an aggregate amount of approximately $5 million in connection with entry into the Restructuring Support Agreement.

(4) **Hedging Obligations**

GTT is party to four Secured Hedging Agreements: (a) that certain ISDA 2002 Master Agreement, dated as of March 24, 2016, with SunTrust Bank; (b) that certain ISDA 2002 Master Agreement, dated as of January 30, 2017, with Credit Suisse International; (c) that certain ISDA 2002 Master Agreement, dated as of April 13, 2018, with ING Capital Markets, LLC; and (d) that certain ISDA 2002 Master Agreement, dated as of April 30, 2018, with Citizens Bank, National Association (such agreements, the "Prepetition Secured Hedging Agreements"), pursuant to which GTT entered into several interest rate swap transactions. As of March 31, 2021, GTT owed approximately $26 million on account of these Prepetition Secured Hedging Agreements (the "Hedging Obligations").

(5) **Intercompany Relationships**

As is customary for a global enterprise of the Company's size and scale, the Debtors are parties to a series of formal and informal relationships with their non-Debtor Affiliates, with whom the Debtors transact with on a regular basis in the ordinary course of business. These transactions are recorded in a number of different ways, including through account receivable/payable relationships, contractual obligations, intercompany loans, and capital contributions.

3.4 Board Members and Executives

Set forth below are the names, positions, and biographical information of the current key executive officers for the Debtors as well as the current members of the Board of Directors of GTT. These individuals oversee the businesses and affairs of the Debtors.

(a) **Executives**

Ernie Ortega, Chief Executive Officer since 2020 and Chief Revenue Officer of the Company since 2019. Mr. Ortega is responsible for leading the Company's drive to operational excellence and outstanding client experience for GTT's enterprise, channel, carrier and government clients, as well as overseeing the sales organization. Mr. Ortega brings over 30 years of telecom experience to the Company with a strong record of delivering revenue growth at major companies, including MCI, XO, Cogent and Colt. He has held various C-level roles with leading organizations with responsibility for $400 million to $1.7 billion in revenue. Mr. Ortega was previously CEO of Towerstream. He has also held the chief revenue officer position at Colt Technology Services, where he had global responsibility for sales, marketing, operations and sales engineering spanning three continents. Before joining Colt, Mr. Ortega was chief revenue officer at Cogent, and prior to that he spent 14 years at XO Communications in leadership positions, including executive vice president of sales and marketing, responsible for the growth of XO's revenue stream. Mr. Ortega started his career in the telecommunications industry at MCI in various senior management roles.

Brian Fox, Chief Restructuring Officer since 2020. Mr. Fox is responsible for managing all aspects of the Company's restructuring efforts, including navigating the Debtors through these Chapter 11 Cases. Mr. Fox brings over 25 years of turnaround and restructuring experience to the Company, with substantial knowledge and experience assisting troubled companies stabilize their financial condition, analyze their operations, and develop an appropriate business plan to accomplish necessary restructurings of their operations and finances. Mr. Fox has been a Managing Director of A&M since May 2016.

Donna Granato, Interim Chief Financial Officer since 2020. Donna Granato is GTT's interim chief financial officer, leading GTT's global finance group, including financial operations, external reporting, investor relations, mergers and acquisitions and all banking and advisory relationships. Ms. Granato joined GTT in June 2020. Ms. Granato has held financial and operational roles of increasing responsibility in such areas as investor relations, corporate finance and mergers and acquisitions. She has deep media and communications experience, having worked at CBS, Viacom, Tribune Company, Interpublic Group, MDC Partners and Omnicom. She also spent two years as a media investment banker at Salomon Smith Barney. Ms. Granato is a certified public accountant. She graduated from Rider University's undergraduate accounting program and earned an MBA from New York University.

Don MacNeil, Chief Operating Officer since 2020. Don MacNeil is GTT's chief operating officer responsible for leading GTT's network operations, service delivery, assurance and vendor management teams, as well as GTT's product organization. Mr. MacNeil has a track record of delivering successful organizational change and operational improvement for national, international and global businesses. Prior to joining GTT, Mr. MacNeil was CEO at FiberLight, after having served as COO, driving its business of designing, building and optimizing fiber-optic networks. He has held several executive leadership roles over his career including COO, CMO and head of customer operations for managed network provider XO Communications. Mr. MacNeil also served as chief technology officer (CTO) for EdgeConneX, a global data center solutions provider. Mr. MacNeil graduated from the United States Naval Academy, Annapolis, with a Bachelor of Science degree in naval architecture. He went on to serve 27 years in the U.S. Navy, both on active and reserve assignments, attaining the rank of captain. He holds an MBA from the College of William and Mary, Williamsburg, VA, and a Master of Science Physics from the Naval Postgraduate School, Monterey, CA.

Lisa Brown, Senior Vice President & Chief of Staff for the Executive Office since 2021. Ms. Brown is responsible for leading the sales enablement, corporate marketing, and client experience functions. As chief of staff, her responsibility is to manage the CEO transformation agenda facilitating the successful implementation of key initiatives across GTT in support of the Company's business objectives. Ms. Brown joined GTT in October 2015 and has worked in a number of executive roles aligned to the Chief Revenue Officer, most recently as SVP sales operations. Ms. Brown brings over 20 years of industry experience to the role and has held leadership positions in the telecommunications, data center, and public cloud sectors. She was formerly vice president marketing and sales operations at both Broadwing Communications and Active Power. While at Broadwing she also served as general manager and vice president customer operations. Ms. Brown received a bachelor's degree in Finance from Bloomsburg University.

Frederique Arnold, Senior Vice President of Human Resources since 2018. Ms. Arnold leads HR for GTT, overseeing performance management, compensation planning and talent recruitment, as well as HR support for acquisitions, organizational restructuring and change. Ms. Arnold brings 20 years of human resources experience at international companies in the high-technology industry working for high-growth, rapidly changing organizations. Prior to joining GTT in 2018, Ms. Arnold was the senior vice president of human resources at Interoute. She joined Interoute in 2006 as the director of Global Compensation and Benefits and subsequently held a number of leadership roles in the human resources function. Before joining Interoute, Ms. Arnold held several leadership positions at Mentor Graphics, where she specialized in executive and general compensation, mergers and acquisitions, benefits, performance management and employee relations. Ms. Arnold holds a M.Sc. in economics from Louis Pasteur University in Strasbourg, France, and an M.A. in human resources from the University of Law, Economics and Political Science in Dijon, France.

Dave Salustri, President of Americas Division since 2021. Mr. Salustri oversees key functions in the Americas region that include client success, sales, sales engineering, quoting, ordering, professional services, and overall client account management. Mr. Salustri brings more than 30 years of sales and marketing leadership experience in the telecommunications industry to the role. Prior to GTT, Mr. Salustri held executive roles at Time Warner Telecom and XO Communications. His executive responsibilities included sales strategy and performance, customer retention, sales engineering and management, marketing strategy and execution. Following the acquisition of XO Communications by Verizon, Mr. Salustri was appointed vice president of sales for Verizon Business Markets. Mr. Salustri started his career at New York Telephone and also held sales management positions at Teleport Communications, Metropolitan Fiber Systems, and WinStar.

Tom Homer, President of Europe Division since 2021. Mr. Homer oversees key functions in the Americas region that include client success, sales, sales engineering, quoting, ordering, professional services, and overall client account management. Mr. Homer brings to GTT over 25 years' experience as a telecommunications industry executive. Before joining GTT in 2020, Mr. Homer was Chief Customer Officer at LaserLight, responsible for sales, product management, marketing and customer experience. Previously, Mr. Homer held executive roles at Telstra and Global Cloud Exchange. At Telstra, Mr. Homer was Managing Director, EMEA responsible for developing and executing strategy across the region. During his tenure, Mr. Homer doubled the size of the EMEA business and was global sponsor of the Customer Advocacy program. Mr. Homer served as Managing Director, UK & Nordics at Global Cloud Exchange from 2009 to 2011. Earlier in his career, Mr. Homer held senior sales leadership and management positions at Cable & Wireless and AT&T.

Douglass Maynard, General Counsel since 2021. Mr. Maynard is responsible for all of the Company's legal matters. Mr. Maynard has over 30 years of legal experience as a practicing attorney, federal prosecutor and in-house counsel. Prior to joining GTT, he served as general counsel for Akin Gump Strauss Hauer & Feld LLP, a major international law firm. Mr. Maynard served as Deputy Commissioner for Legal Matters at the New York City Police Department. Earlier in his career, Mr. Maynard served as Assistant United States Attorney, Criminal Division, in the US Attorney's Office, for the Southern District of New York. He started his career as a litigation associate with Patterson, Belknap, Webb & Tyler LLP. Mr. Maynard received a Bachelor of Arts degree from Yale University and a law degree from New York University School of Law. He serves on the New York City Bar Association Judiciary Committee and is also a member of the Board of Directors of the Ronald McDonald House of the Greater Hudson Valley.

Bob Burris, Senior Vice President of Global Engineering and Operations since 2014. Mr. Burris is an industry veteran bringing over 30 years of operational, engineering and technology experience to the company. Mr. Burris is responsible for all operations and engineering components of the Company.

Corey Eng, Senior Vice President, Product Management and Systems/Business Operations since 2013. Mr. Eng leads the Company's product strategy and development, software development and systems development worldwide. Mr. Eng is a veteran of the telecommunications industry, bringing over 20 years of management experience to the company.

Beth Hollenbeck, Senior Vice President of Client Experience since 2020. Ms. Hollenbeck is responsible for driving continuous improvement of the Company client experience, including setting the strategic direction, collecting client feedback, applying data analytics and spearheading client advocacy. She brings nearly 20 years of telecommunications industry experience to the Company.

(b) **Board of Directors**

H. Brian Thompson, Director since 2005. Mr. Thompson is the founder of GTT and has served as chairman of GTT's Board of Directors since January 2005 and as its executive chairman since October 2006. From January 2005 until October 2006, Mr. Thompson also served as GTT's chief executive officer. Mr. Thompson continues to head his own private equity investment and advisory firm, Universal Telecommunications, Inc., focused on start-up companies and consolidations taking place in the information/telecommunications business areas both domestically and internationally. From December 2002 to June 2007, he was chairman of Comsat International, one of the largest independent telecommunications operators serving all of Latin America. He served as chairman and chief executive officer of Global TeleSystems Group, Inc. from March 1999 through September 2000. Mr. Thompson also served as chairman and CEO of LCI International, Inc. from 1991 until its sale to Qwest Communications International, Inc. in June 1998. He became vice chairman of the board for Qwest until his resignation in December 1998. From 1981 to 1990, Mr. Thompson served as executive vice president of MCI Communications Corporation. He currently serves as a member of the board of directors of Pendrell Corporation and Penske Automotive Group, Inc. Mr. Thompson served as the co-chairman for the Americas and is currently on the executive committee of the Global Information Infrastructure Commission, a multinational organization launched in Brussels in 1995 to chart the role of the private sector in the developing global information and telecommunications infrastructure. He serves as a member of the Irish Prime Minister's Ireland-America Economic Advisory Board. Mr. Thompson received his Master of Business Administration from Harvard's Business School and holds an undergraduate degree in chemical engineering from the University of Massachusetts.

Nick Adamo, Director since 2016. Mr. Adamo serves as vice chairman of GTT's Board of Directors. Mr. Adamo was formerly senior vice president of the global service provider segment for Cisco, a division that is responsible for $13 billion in annual sales. Mr. Adamo brings extensive industry experience to his vice chairman role on GTT's Board of Directors, including spearheading numerous sales and technology growth initiatives in the enterprise and service provider segments at Cisco. During his tenure at Cisco, Mr. Adamo was also the senior vice president for the Americas region, where he managed more than 6,500 employees across the United States, Canada, and Latin America, and was responsible for approximately 70 percent of Cisco's annual sales. Mr. Adamo's leadership experience includes acting as Cisco's representative to the Alliance for Telecommunications Industry Solutions (ATIS), a U.S.-based organization that is committed to rapidly developing and promoting technical and operations standards for the communications and IT industry. In addition to key positions at Cisco, Mr. Adamo worked in sales and sales management roles in the finance industry at IBM. He holds a Bachelor of Science degree in computer engineering from Columbia University in New York City. His other board positions include chairman of the board of Commvault Systems, a New Jersey based multinational software company, and board membership of Lookout, a San Francisco based mobile security software company.

Anthony M. Abate, Director since 2021. Mr. Abate serves on the Strategic Planning Committee. He has served as the Chief Operating Officer and Chief Financial Officer of Echo360, Inc., an education technology company, since August 2007. He has also served as chairman of the board of directors of Southeastern Grocers, a multi-brand grocery store business, since May 2018; a director for Tops Markets Corporation, a private regional grocery chain, since November 2018; and a director for Denbury, Inc., an independent energy company, since November 2020. Mr. Abate's previous experience includes serving as a General Partner at Battery Ventures, where he led several mobile and network-based communications investments; as Chief Financial Officer of Grab Networks; as Engagement Manager at McKinsey & Company, focusing on the technology, media and telecom sector; and as a director for Broadview Networks and Cbeyond. Mr. Abate graduated summa cum laude with a BSE in Electrical Engineering from Duke University and holds an MBA with honors from Harvard Business School.

Joe Bruno, Director since 2007. Mr. Bruno has served since 2004 as president and CEO of Building Hope, a private foundation that develops and finances real estate facilities for charter schools. From 2001 to 2004, Mr. Bruno served as senior consultant-eHealth Division of BCE Emergis, an eCommerce service provider in the health and financial services sectors, where he focused on financial reporting, mergers and acquisitions, and tax compliance. From 2000 to 2002, Mr. Bruno also served as director, international operations for Carey International. From 1995 to 2000, Mr. Bruno was senior vice president, chief financial officer and corporate secretary of United Payors & United Providers, Inc., a publicly-traded service provider in the health care industry. From 1989 to 1995, he was a partner at Coopers & Lybrand LLP, which merged with Price Waterhouse to form PricewaterhouseCoopers. From 1986 to 1989, Mr. Bruno served as senior vice president of operations and chief financial officer of Jurgovan & Blair, Inc., a health care and information technology services provider, and from 1971 to 1986, he was employed by KPMG Peat Marwick LLP, an international public accounting firm, including six years as a partner. Mr. Bruno currently serves on a number of boards in the charter school sector, including Somerset Preparatory Academy Public Charter School, the Center City Public Charter Schools, the Florida Consortium of Public Charter Schools, Idaho Charter School Network, and Friends of Choice in Urban Schools. He also chairs the board of MedStar Georgetown University Hospital. Mr. Bruno has been a certified public accountant since 1972. Mr. Bruno received a Bachelor of Arts in Finance and Accounting from the University of Maryland.

Eugene Davis, Director since 2021. Mr. Davis serves on the Strategic Planning Committee. He has been the Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests and strategic planning advisory services for domestic and international public and private business entities since 1999. From 1990 to 1997, Mr. Davis was the President, Vice Chairman and a director of Emerson Radio Corporation, a consumer electronics company. From 1996 to 1997, Mr. Davis was the Chief Executive Officer and Vice Chairman of Sport Supply Group, Inc., a direct-mail marketer of sports equipment. Mr. Davis currently serves as Chairman of the Board of Directors of FTS International, Inc., and as a director of Hycroft Mining Corporation, where he is Chairman of the Nominating and Governance Committee and a member of the Audit Committee. During the past five years, Mr. Davis has served as a director of the following public or formerly public companies: Montage Resources Corp., Seadrill Limited, VICI Properties Inc., Verso Corporation, ALST Casino Holdco, LLC, Atlas Air Worldwide Holdings, Inc., Atlas Iron Limited, The Cash Store Financial Services, Inc., Dex One Corp., Genco Shipping & Trading Limited, Global Power Equipment Group, Inc., Goodrich Petroleum Corp., Great Elm Capital Corp., GSI Group, Inc., Hercules Offshore, Inc., HRG Group, Inc., Knology, Inc., SeraCare Life Sciences, Inc., Spansion, Inc., Spectrum Brands Holdings, Inc., Titan Energy LLC, Trump Entertainment Resorts, Inc., U.S. Concrete, Inc. and WMIH Corp.

Sherman Edmiston III, Director since 2021. Mr. Edmiston serves on the Strategic Planning Committee. Mr. Edmiston has served as a Managing Member of HI CapM Advisors, a consulting firm providing strategic and financial advice to corporations, PE firms and hedge funds, since August 2016. He also currently serves as a director of Arch Coal, Inc., the second largest producer of thermal and metallurgical coal in the United States, Arko Corp., a leading independent convenience store operator, Key Energy Services, Inc., a leading provider of oilfield services such as well service rigs and fluid management services in the Permian Basin and California, and Mallinckrodt SpecGX, a leading developer and manufacturer of high-quality specialty generic drugs and bulk API products including opioids and acetaminophen. Mr. Edmiston has previously served as a director of Centric Brands, Inc., Monitronics International, Inc., Maremont Corporation and HCR ManorCare Inc. Mr. Edmiston holds a BSE in Mechanical Engineering from the University of Arizona and an MBA from the University of Michigan.

Julius Erving, Director since 2018. Julius Erving, internationally recognized as Dr. J, brings close to 40 years of experience as a basketball sports leader, business executive and entrepreneur, to his role on GTT's Board of Directors. Mr. Erving currently serves as founder and managing member of Dr. J Enterprises, which manages the merchandising, media and philanthropic involvement of the Julius "Dr. J" Erving brand. Mr. Erving's business affiliations have generated close to $2.5 billion in revenue and brand value for his partners and clients. He has served on various boards of directors, including Converse, Darden Group, Thomas Jefferson University Hospital, LCI International, Meridian Bank, Philadelphia Parks and Recreation Commission, Saks Fifth Avenue, The Sports Authority, The University of Massachusetts, Widener University and Williams Communications. Mr. Erving holds a bachelor's degree in business management and an honorary doctorate from the University of Massachusetts, as well as honorary degrees from Temple University and Philadelphia University.

Rhodric C. Hackman, Director since 2005. Mr. Hackman also served as president and secretary of GTT's Board of Directors from January 2005 to October 2006. In October 1999, Mr. Hackman co-founded Mercator Capital L.L.C., a merchant and investment bank focused on communications, media and technology. Mr. Hackman was a partner of Mercator Capital and its affiliates from its formation until 2016. From 1981 to 1999, Mr. Hackman served in a corporate finance role within several investment banking firms including Kidder, Peabody & Co., PricewaterhouseCoopers Securities and Hackman, Baring & Co. Mr. Hackman also served as a line officer in the US Navy where he supervised, operated and managed shipboard nuclear reactors. Mr. Hackman received a B.S. from the United States Naval Academy majoring in Applied Mathematics and an M.B.A. from Cornell University. Mr. Hackman also serves on the Board of Directors of NCB Management Services, Inc.

Howard E. Janzen, Director since 2006. Mr. Janzen has served as CEO and chairman of several communications and energy companies. He was the executive chairman of Cool Planet Energy Systems from December 2016 until January 2019 and previously served as its president and chief executive officer since May 2012. He currently serves as a member of the Cool Planet board of directors. Mr. Janzen was the chief executive officer of One Communications, the USA's largest privately held multi-regional supplier of integrated telecommunications solutions to businesses, from March 2007 until its sale to Earthlink on April 1, 2011. From January 2004 to September 2005 he served as president of Sprint Business Solutions, the business unit serving Sprint's global business client base. From May 2003 to January 2004, he was president of Sprint's Global Markets Group, a division of Sprint serving both consumer and business clients. From 1994 until October 2002, Mr. Janzen served as president and chief executive officer, and chairman from 2001 to 2002, of Williams Communications Group. Beginning in 1979, Mr. Janzen served in a number of leadership roles in Williams' energy and natural gas pipeline businesses. Mr. Janzen currently serves as a member of the Board of Directors for Vocera Communications. Mr. Janzen also served on the board of directors of Sonus Networks. Mr. Janzen earned Bachelor of Science and Master of Science degrees in metallurgical engineering from The Colorado School of Mines and is a licensed professional engineer. He completed the Harvard Business School Program for Management Development. Mr. Janzen was named a Colorado School of Mines Distinguished Achievement Medalist and was inducted into the University of Tulsa, College of Engineering and Natural Sciences Hall of Fame. Mr. Janzen also serves as a member of the board of directors of Bye Aerospace Inc., a privately held aerospace engineering and technology company. He is a commissioner and chairman emeritus of the Global Information Infrastructure Commission and also serves as chairman of the board of directors for HeritX, an inherited cancer prevention initiative, the Colorado School of Mines Foundation, Denver Area Boy Scouts of America and the University of Denver Graduate School of Professional Psychology, each a non-profit organization.

Elizabeth Satin, Director since 2016. Ms. Satin is head of Mergers and Acquisitions for Wolters Kluwer and has 25 years of M&A and corporate finance experience having completed over 200 deals in her career. In her role, Ms. Satin leads acquisitions and divestitures for Wolters Kluwer's four global divisions and has completed over 30 transactions for the company over the past five years. Ms. Satin is part of the Senior Management Council and the

Senior Leadership Council of Wolters Kluwer. Prior to joining Wolters Kluwer, Ms. Satin was an investment banker focused on the media industry. She spent 19 years at Lehman Brothers where she was a managing director in the Investment Banking Media and Communications Group. In this role, Ms. Satin led over 175 transactions including mergers and acquisitions, divestitures, and financing transactions including initial public offerings and leveraged buyouts for industry leading private equity firms. Ms. Satin has an MBA from NYU Stern School of Business and a BA from Brown University in International Relations and Semiotics.

Theodore B. Smith, Director since 2007. Mr. Smith currently serves as managing member at GHS Partners LLC, a management company that focuses on wealth enhancement through investment management, advanced estate planning, asset protection, and tax planning. Mr. Smith is also managing director of Canrock Ventures, an early-stage venture fund, and runs Piping Rock Advisors LLC, an investment and venture consulting business. He previously served as the chairman and chief executive officer of John Hassall, Inc., a privately held manufacturer of specialty aerospace and automotive fasteners, from 2004 until 2014, when he successfully sold the business to Novaria Group LLC. From 1997 to 2004, Mr. Smith served as president of Hassall, and from 1989 to 1997 he served in various positions in manufacturing and sales for the company. Prior to Hassall, Mr. Smith worked at Bear Stearns in Risk Arbitrage and Institutional Equities. He is chair of the Nominating & Governance committees, and sits on the Audit, Compensation and M&A committees for GTT's Board of Directors. He also serves on the boards of The Alberleen Group, an independent investment bank and merchant-banking firm; Rogers Investment Advisors K.K., a licensed Tokyo-headquartered asset management company specializing in Asian alternative investment products; and Personal Wines (Pervino, Inc.), a premier provider of personalized wines and estate wine brokers. He is also an advisory board member for Metropolitan Partners Group, a direct lending firm that provides short-term loans to small and mid-sized, non-sponsored U.S. businesses. He previously served on the boards of Crowdster and Sentiment Alpha. Mr. Smith is also involved with YPO/WPO International and several non-profits, including the Whitney Museum's Photography Committee and Autism Speaks, and is a trustee of the North Shore Land Alliance. He earned a bachelor's degree in economics and art history from Colgate University and completed the Stanford Executive Program, the Harvard Business School Programs in Management Development and the Stanford Directors' College at the Stanford Law School and is a member of the National Association of Corporate Directors.

Benjamin Stein, Director since 2019. Mr. Stein is a co-founder of The Spruce House Partnership, a New York–based investment partnership. Spruce House was founded in 2005 and is committed to investing in and partnering with a small group of both public and private owner-operated businesses to support building companies for the long term across a range of industries. Mr. Stein received his Bachelor of Arts degree in international relations from the University of Pennsylvania in 2008. Mr. Stein also serves on the boards of Colliers International, one of the largest commercial real estate services companies in the world, and The Africa Center, a New York–based nonprofit institution focused on African business, culture, and policy.

Zachary Sternberg, Director since 2020. Mr. Sternberg is a co-founder of The Spruce House Partnership, a New York–based investment partnership. Spruce House was founded in 2005 and is committed to investing in and partnering with a small group of both public and private owner-operated businesses to support building companies for the long term across a range of industries. Mr. Sternberg served as an observer to the GTT Board of Directors in 2019 before joining GTT's Board of Directors in June 2020. Mr. Sternberg also serves on the boards of Cimpress, one of the largest mass customization and print businesses in the world, and Victoria PLC, the UK's leading designer, manufacturer and distributor of innovative flooring products. Mr. Sternberg holds an undergraduate degree from The Wharton School at the University of Pennsylvania with a concentration in accounting.

ARTICLE IV

EVENTS LEADING TO THE CHAPTER 11 CASES

A confluence of events and circumstances contributed to the Company's need to file these Chapter 11 Cases at this time, including (i) difficulties implementing the Company's infrastructure acquisition strategy and inability to maintain debt service payments, (ii) the occurrence of certain financial reporting events of default under the Credit Agreement and the Senior Notes Indenture as the result of the Company's inability to comply with certain financial reporting obligations thereunder and (iii) prepetition restructuring efforts and negotiations with existing stakeholders.

4.1 Infrastructure Acquisition Strategy Complications

Since its formation in 2005, the Company embraced a different business model than traditional network and internet service providers. Rather than investing heavily in developing and maintaining extensive physical infrastructure systems like other industry players, the Company leases the majority of the physical assets necessary to provide its services. For years, this "asset-light" strategy enabled the Company to limit its capital expenditures and also provide customized solutions to a greater number of customers at a lower overall cost than its competitors. Beginning in 2017, the Company departed from its "asset-light" strategy and began acquiring companies with substantial physical infrastructure as well, including (i) Hibernia, which owned five submarine cables and eight cable landing stations and (ii) Interoute, which added 15 data centers and 51 colocation facilities to the Company's physical assets.

The Company experienced several unanticipated challenges with these infrastructure acquisitions, including, among other things, (i) delays in its delivery of accurate invoices to its customers and a resulting accounts receivable backlog, (ii) a decline in the pace at which it generated new customers, (iii) an elevated customer attrition rate and, ultimately, (iv) a decline in recurring revenue. The Company also incurred considerable additional debt to fund the Interoute acquisition, which substantially increased its debt-service costs. The drop in recurring revenues and increase in costs associated with the infrastructure acquisitions weakened the Company's liquidity position considerably. Moreover, the adverse impact of these infrastructure acquisitions took a toll on the Company's financial health and the additional earnings attributed to these infrastructure assets have proven insufficient to satisfy the substantial debt incurred by the Company to fund these acquisitions.

4.2 Discovered Accounting Irregularities and Financial Reporting Events of Default

In the course of closing GTT's books for the quarter ended June 30, 2020, GTT identified certain irregularities related to the recording and reporting of its cost of telecommunications services, or, as the term is known internally, Cost of Revenue ("COR"), and related controls. Upon learning of these irregularities, GTT promptly reported them to the Audit Committee, and the Audit Committee retained certain professionals to conduct the Review. In light of the Review, on August 10, 2020, GTT announced that it would not be able to file its Q2 2020 Financial Report within the prescribed time period, and, on November 9, 2020, it announced that it would not be able to file its Q3 2020 Financial Report within the prescribed time period.

On December 22, 2020, GTT reported in a Form 8-K that the Parent's Board of Directors, in consultation with the Audit Committee, had concluded that GTT's previously issued comprehensive financial statements as of and for the Non-Reliance Periods should no longer be relied upon. The Parent's Board of Directors also determined that GTT's disclosures related to such financial statements and related communications issued by or on behalf of GTT with respect to the Non-Reliance Periods, including management's assessment of internal controls over financial reporting and evaluation of disclosure controls and procedures, should no longer be relied upon. The Company is in the process of restating financial statements relating to the Non-Reliance Periods (the "Restated Financial Statements").

On July 2, 2021, GTT reported in a Form 8-K that the Company had informed the New York Stock Exchange (the "NYSE") that it did not expect to complete and file the Restated Financial Statements prior to the end of the cure period granted by the NYSE. As a result, the NYSE staff indicated that the exchange would immediately suspend trading of GTT's common stock on the NYSE and commence proceedings to delist the GTT's common stock from the NYSE.

The Credit Agreement requires GTT to issue certified financial reports on a quarterly basis, and any failure to do so timely constitutes an event of default thereunder. Upon the occurrence of such an event of default, the Administrative Agent, either in its discretion or at the direction of the Required Lenders (as defined in the Credit Agreement), has the right to terminate the commitments in respect of the Revolving Credit Facility, accelerate the Revolving and Term Loan Credit Facilities and declare the full amount of the principal, interest and other amounts outstanding under the Credit Agreement to be due and payable immediately. Failure to file financial information timely on a quarterly basis also constitutes a default under the Senior Notes Indenture and the Senior Notes, giving the Indenture Trustee or Holders of at least 25% of the outstanding principal amount of the Senior Notes the right to accelerate the obligations due under the Senior Notes Indenture. The Company's inability to file its Q2 2020 Financial

Report, its Q3 2020 Financial Report, its 2020 10-K, its Q1 2021 Financial Report and its Q2 2021 Financial Report on a timely basis in accordance with SEC regulations and the terms of the Credit Agreement and Senior Notes Indenture resulted in (or, with the passage of time, will result in) events of default under the Company's aforementioned debt documents.

As described above, the Company entered into and has been operating under a series of forbearance agreements that effectively extended its deadlines for compliance with the terms of the Credit Agreement and the Senior Notes Indenture, including the aforementioned financial reporting obligations, while the Company and its major stakeholders negotiated the consensual restructuring embodied in the RSA and the Plan and discussed further herein.

4.3 Prepetition Restructuring Efforts and Stakeholder Engagement

The Company began discussions with certain of the Debtors' existing stakeholders in October 2020, including (i) an ad hoc group of certain holders of loans outstanding under the U.S. Term Facility and the EMEA Term Facility, which is represented by Milbank LLP and Houlihan Lokey (the "Ad Hoc Lender Group"), (ii) an ad hoc group of the Company's noteholders represented by Latham & Watkins LLP and Centerview Partners (the "Ad Hoc Noteholder Group") and (iii) KeyBank as Administrative Agent, which is represented by Jones Day and Huron Consulting Group. In addition to negotiating with these groups, in December 2020, the Company also began discussions with a group of Holders of the 2020 EMEA Term Loans which had formed and engaged Paul, Weiss, Rifkind, Wharton & Garrison LLP (the "2020 Ad Hoc Lender Group" and, together with the Ad Hoc Lender Group and Ad Hoc Noteholder Group, the "Ad Hoc Groups").

In the course of the Company's negotiations with its major stakeholders, the Company focused on (a) addressing near-term liquidity issues, (b) achieving a consensual deleveraging transaction, (c) closing the I Squared Infrastructure Sale prior to the filing of a chapter 11 petition, and (d) resolving issues with respect to the CAM Agreement and the distribution of I Squared Infrastructure Sale proceeds among creditors.

(a) Liquidity Issues Addressed

Initially, the Company's negotiations with the Ad Hoc Groups focused largely on the Company's liquidity needs. As the Company approached the end of 2020, its cash position worsened considerably, and internal forecasts projected the Company might run out of cash in early 2021. In order to address its then near-term liquidity issues and matters pertaining to the events of default caused by GTT's failure to file its financial reports timely, the Company (i) obtained access to $275 million in new capital from certain of its prepetition creditors in December 2020 (the "Priming Term Facility") and (ii) obtained certain limited duration waivers and forbearance agreements in respect of the aforementioned events of default, the latest of which were due to terminate at 5 p.m. (Eastern Daylight Time) on August 31, 2021, from (a) members of the Ad Hoc Lender Group, (b) members of the Ad Hoc Noteholder Group and (c) certain of the Debtors' Revolving Lenders. Starting in February 2021, the credit agreement for the Priming Term Facility was amended, through a series of amendments, to provide further limited waivers and forbearance agreements. In exchange, the Company agreed to deliver to the advisors for the Ad Hoc Groups (the "Ad Hoc Group Advisors") (x) on or before February 15, 2021, a five-year business plan for the Company entities that would remain after consummation of the I Squared Infrastructure Sale (the "RemainCo Business Plan") and (y) on or prior to March 8, 2021, a good faith proposal with respect to a deleveraging transaction, among other things.

(b) Negotiations with the Ad Hoc Groups on a Consensual Deleveraging Transaction

After the Debtors provided the RemainCo Business Plan and deleveraging proposal on the timeline agreed to by the Ad Hoc Groups, the parties began to negotiate to reach agreement on a deleveraging transaction. On April 12, 2021, the Company received a recapitalization proposal with terms agreed-to between the Ad Hoc Lender Group and the Ad Hoc Noteholder Group (the "Joint Restructuring Proposal"). The Company responded to the Joint Restructuring Proposal on April 16, 2021 and immediately commenced negotiations with these Ad Hoc Groups and the Revolving Lenders in an effort to reach agreement on a fully consensual support agreement.

However, discussions regarding the Joint Restructuring Proposal terminated following additional diligence related to certain of the Company's potential tax liabilities, specifically with respect to certain near-term potential taxes payable to taxing authorities in the United Kingdom and Belgium and long-term potential taxes payable to German taxing authorities[36] (the "Contingent Tax Liabilities") which could impact (i) the Company's near-term and longer-term liquidity and/or (ii) the distributable proceeds from the I Squared Infrastructure Sale.

Following a series of additional extensions of the forbearance agreements and waivers, the parties continued to engage in discussions regarding a consensual deleveraging transaction while seeking to preserve the I Squared Infrastructure Sale. Ultimately, the parties reached agreement on the transactions embodied in the RSA and the Plan.

(c) **Amendments to the CAM Agreement and the Credit Agreement**

Contemporaneously with the Debtors' efforts to negotiate the terms of the Restructuring Support Agreement with its key stakeholders, certain intercreditor issues arose with respect to the allocation of the I Squared Infrastructure Sale proceeds as contemplated by the CAM Agreement. Ultimately, the parties resolved such issues through entry into the Fifth Lender Forbearance Agreement and Consent, dated as of September 1, 2021 (as amended, restated, waived, supplemented or otherwise modified from time to time in accordance with its terms), by and among the Parent, subsidiaries of the Parent party thereto, the EMEA Borrower, the lenders party thereto and the Administrative Agent. (the "Credit Agreement Forbearance and Consent"). Through the Credit Agreement Forbearance and Consent, the Secured Lender signatories consented to (i) the Credit Agreement Amendment, (ii) the CAM Amendment and (iii) the Foreign Obligor Forbearance Agreement.

In accordance with the CAM Amendment, the Administrative Agent withheld $32.5 million of cash proceeds delivered to it in connection with the I Squared Infrastructure Sale Proceeds Paydown (the "Original EMEA Cash Turnover Amount") that otherwise would have been payable to the Holders of U.S. Secured Claims. Pursuant to the Plan and the CAM Amendment, on the Effective Date, (i) the Original EMEA Cash Turnover Amount will be distributed on a *pro rata* basis to Holders of Original EMEA Term Loan Claims that executed each of the Credit Agreement Forbearance and Consent and the Restructuring Support Agreement within five (5) Business Days of the Restructuring Support Agreement Effective Date (such Holders of Original EMEA Term Loan Claims, the "Original EMEA Cash Turnover Recipients") in accordance with the Credit Agreement Forbearance and Consent. In exchange for the Original EMEA Cash Turnover Amount, the Original EMEA Cash Turnover Recipients will forgo the right to receive $32.5 million of the New Equity Interests (calculated using a $1.3 billion total enterprise value for the Reorganized Debtors) that otherwise would have been distributed to such Holders under the Plan, which New Equity Interests (the "Original EMEA Equity Turnover Interests") shall instead be distributed to the Holders of U.S. Secured Claims on a *pro rata* basis.[37] Pursuant to the CAM Amendment, each 2020 EMEA Cash Turnover Recipient (as defined below) has the right to opt out of the right to receive the Original EMEA Cash Turnover Amount and the obligation to forgo its *pro rata* share of the Original EMEA Equity Turnover Interests in connection with the Original EMEA Term Loan Claims such 2020 EMEA Cash Turnover Recipient beneficially owned, controlled or managed (on a trade date basis) as of the close of trading on September 20, 2021.

The CAM Amendment also provided for a $2.4 million consent fee (the "2020 EMEA Consent Fee") to be paid on a *pro rata* basis to Holders of 2020 EMEA Term Loan Claims that executed each of the Credit Agreement Forbearance and Consent and the Restructuring Support Agreement in accordance with the Credit Agreement Forbearance and Consent (such Holders, the "2020 EMEA Cash Turnover Recipients"). Pursuant to the CAM Amendment, immediately following the I Squared Infrastructure Sale Proceeds Paydown, the 2020 EMEA Consent Fee was paid to the 2020 EMEA Cash Turnover Recipients by reallocating proceeds of the I Squared Infrastructure Sale that otherwise would have been allocable to the Holders of U.S. Secured Claims and Original EMEA Term Loan Claims and reducing such Secured Claims on a dollar-for-dollar *pro rata* basis to account for such turnover. The 2020

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[36] The potential German tax liabilities relate to Interoute which the Company acquired in 2018. Interoute previously had obtained an insurance policy with respect to certain potential German tax exposure that the Company believes was assigned to it validly in connection with the Interoute transaction.

[37] The Original EMEA Settlement Turnover is a component piece of overall exchange in the Restructuring Transactions and is not a direct or indirect purchase of the Original EMEA Equity Turnover Interests by the Holders of U.S. Secured Claims.

EMEA Consent Fee may be disgorged upon the terms set forth in the CAM Amendment and Restructuring Support Agreement (as described below).

(d) **<u>Amendments to the I Squared Infrastructure Sale Agreement and the Closing of the I Squared Infrastructure Sale</u>**

Consummation of the I Squared Infrastructure Sale prior to the Petition Date is the cornerstone of the Debtors' overall restructuring and was key to gaining the consensus needed to enter into the Restructuring Support Agreement. The Company worked with the Buyer to amend the I Squared Infrastructure Sale Agreement to address, among other things, issues related to the Sellers' obligation to provide audited financials to the Buyer and issues related to the Contingent Tax Liabilities.

Over the course of several months, the Company and its advisors negotiated with the Buyer and their advisors, addressing certain issues under the I Squared Infrastructure Sale Agreement.

Ultimately, in connection with entry into the Restructuring Support Agreement, the RSA Parties agreed to amendments to the I Squared Infrastructure Sale Agreement, including, as follows:

- Rather than holding back €90 million for the Contingent Tax Liabilities, I Squared would reserve €70 million from the purchase price at completion of the I Squared Infrastructure Sale, which would then be released upon the Effective Date of these Chapter 11 Cases, subject to the terms of the I Squared Infrastructure Sale Agreement;

- A reduction in the aggregate purchase price by €20 million; and

- Waiver of the Sellers' financial statements condition to closing.

The I Squared Infrastructure Sale closed on September 16, 2021. In connection with the receipt of proceeds from the I Squared Infrastructure Sale, the Company repaid certain of its outstanding indebtedness including the Priming Term Loan Facility and certain of the debt outstanding under the Credit Agreement in accordance with the Credit Agreement, as amended, and the Restructuring Support Agreement.

(e) **<u>Strategic Planning Committee Charter Amendment</u>**

In connection with the RSA Parties' entry into the Restructuring Support Agreement and immediately following the receipt of support for the Restructuring Support Agreement by two-thirds (2/3) of the aggregate principal amount of each of the 2018 Credit Facility Claims and Senior Notes Claims, the Strategic Planning Committee's Charter was amended in accordance with the Restructuring Support Agreement to:

- delegate to the Strategic Planning Committee the exclusive responsibility and authority to exercise the duties of the Parent's Board of Directors with respect to the Restructuring, including any actions to be taken by, or consents to be granted by, the Company, except for bankruptcy filings, amendments, waivers or other modifications to the I Squared Infrastructure Sale Agreement, or any actions or matters that the Delaware General Corporation Law requires to be approved by the Parent's Board of Directors;

- provide that, after the entry of the Confirmation Order, if requested by the Ad Hoc Lender Group, (A) the Board shall cause Anthony M. Abate and/or Sherman Edmiston III to resign from the Board and the Strategic Planning Committee and (B) the Board shall cause up to two additional directors selected by the Ad Hoc Lender Group and who have been designated to serve on the New Board by the Ad Hoc Lender Group, as set forth in the Plan Supplement, to be appointed to the Board and the Strategic Planning Committee to replace Anthony M. Abate and/or Sherman Edmiston III, as applicable; *provided* that, if the Ad Hoc Noteholder Group selects Sherman Edmiston III to serve on the New Board as set forth in the Plan Supplement, then the Ad Hoc Lender Group shall not be able to request the removal of Sherman Edmiston III without the consent of the Ad Hoc Noteholder Group; and

- provide that if Eugene Davis ceases to serve on the Strategic Planning Committee for any reason, he shall not be replaced by an individual who has a material relationship with any holders of any Claims against or Existing Equity Interests in the Company.

4.4 The Restructuring Support Agreement

The Restructuring Support Agreement is the embodiment of the above described, hard-fought negotiations and compromises between the Debtors and their major stakeholders. It sets forth the terms of a comprehensive restructuring of the Company's capital structure pursuant to a plan of reorganization. The RSA—executed, to date, by Holders of more than 84% in amount of the 2018 Credit Facility Claims and Holders of 76% in amount of the Senior Notes Claims—is the foundation of the Debtors' restructuring.

The Restructuring Support Agreement requires the achievement of several milestones ("Milestones") during these Chapter 11 Cases:

- Within twenty-five (25) Business Days after the Plan Solicitation Commencement Date, the Petition Date shall occur.
- Within five (5) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim Cash Collateral Order.
- Within seven (7) calendar days after the Petition Date, the Company shall file the Plan and the Disclosure Statement.
- Within forty-five (45) calendar days following the Petition Date, the Bankruptcy Court shall have entered the Final Cash Collateral Order.
- Within seventy-five (75) calendar days following the Petition Date, the Bankruptcy Court shall have entered the I Squared Infrastructure Sale Assumption Order.
- Within seventy-five (75) calendar days following the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order.
- No later than the Outside Date,[38] the Effective Date shall have occurred.

The Milestones also include other deadlines, including, but not limited to, those that require the Debtors to file certain FCC Pro Forma Notices and FCC Applications, and to use commercially reasonable efforts to deliver to certain creditors' advisors and private-side lenders certain unaudited, management-prepared financial statements.

The Restructuring Support Agreement and Plan, and the transactions contemplated thereunder, present the optimal path forward for the Company. Preserving value for the benefit of the Debtors' stakeholders depends, in large part, on the Debtors proceeding swiftly to confirmation of a plan of reorganization and minimizing the effects of the Chapter 11 Cases on the Company's reputation and the value of its brand for availability and service—a critical component of the value of the Company's business—and the Company's ongoing liquidity position. Because customer sentiment in the industry shifts rapidly and stakeholders require the services provided by the Company at all

[38] "Outside Date" means the date that is six (6) months after the Petition Date (the "Initial Outside Date") or such later date as may be mutually agreed between the Company and the Required Consenting Creditors; provided, that the Initial Outside Date shall be extended automatically for one additional three (3) month period (for a total of nine (9) months from the Petition Date), in each case, solely to the extent that all conditions to the occurrence of the Effective Date set forth in the Restructuring Term Sheet have been satisfied or waived other than (x) the Regulatory Condition (as defined in the Restructuring Term Sheet) and (y) those conditions precedent to the Effective Date that by their nature are to be satisfied on the Effective Date.

times, time is of the essence. The Debtors intend to proceed with a fair and efficient process to preserve and maximize value for all stakeholders, which ultimately will inure to the substantial benefit of all parties in interest.

ARTICLE V

ANTICIPATED EVENTS DURING THE CHAPTER 11 CASES

5.1 Commencement of Chapter 11 Cases

Pursuant to the Restructuring Support Agreement, the Debtors agreed to file voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or before November 1, 2021 (and the date on which each of the Debtors will file its respective petition for relief commencing its Chapter 11 Case, the "Petition Date"). The filing of the petitions will commence the Chapter 11 Cases, at which time the Debtors will be afforded the benefits, and will become subject to the limitations, of the Bankruptcy Code.

The Debtors intend to continue to operate their businesses in the ordinary course during the pendency of the Chapter 11 Cases. The Debtors also intend to file various motions seeking relief from the Bankruptcy Court, which, if granted are expected to promote a seamless transition between the Debtors' prepetition and postpetition business operations, facilitate a smooth reorganization through the Chapter 11 Cases, and minimize any disruptions to the Debtors' operations.

5.2 First-Day Motions

The following is a brief overview of the substantive relief the Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

(a) Cash Collateral Motion

The Debtors will seek authority to use Cash Collateral for, among other things, their working capital needs, other general corporate purposes and the satisfaction of the costs, fees, liabilities and expenses (including all professional fees and expenses) of administering the Chapter 11 Cases (the "Cash Collateral Motion"). [39]

The Debtors estimate that, as of the Petition Date, they will have approximately $85 million of cash on hand. In accordance with the terms of the Credit Agreement and the Restructuring Support Agreement, the Debtors retained $35 million in cash proceeds from the I Squared Infrastructure Sale for purposes of financing the Chapter 11 Cases (the "Retained Cash Proceeds"), which Retained Cash Proceeds were deposited into, and are held in, the Designated Control Account and constitute Cash Collateral. During the Chapter 11 Cases, the Debtors will need current liquidity to satisfy payroll, pay suppliers, meet overhead obligations and for the continued management, operation and preservation of the Debtors' businesses. The ability to satisfy these expenses as and when due is essential to the Debtors' continued operation of their businesses during the Chapter 11 Cases.

As discussed above, the Debtors will have access, subject to the terms of the Cash Collateral Orders, including the Approved Budget, to Cash on hand and the Retained Cash Proceeds for financing the Chapter 11 Cases. In consideration for the use of the Prepetition Debtor Collateral, including Cash Collateral, during the Chapter 11 Cases, as well as the subordination of their claims and liens to the Carve Out, the Debtors will provide the Prepetition Secured Parties, solely to the extent of the postpetition diminution in value of their respective interests in the Prepetition Debtor Collateral, including Cash Collateral, with adequate protection, including the following ((a) through (g)), collectively, the "Adequate Protection Package"): (a) payment of the fees and expenses of the professional advisors for the Administrative Agent, the Ad Hoc Lender Group and the 2020 Ad Hoc Lender Group; (b) current cash payments to the Administrative Agent, for the benefit of the Prepetition Secured Parties, in an amount equal to accrued and unpaid interest at the applicable default contract rate under the Credit Agreement on the applicable Prepetition Loans; (c) current cash payments to the Secured Hedge Providers, in amount equal to accrued

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[39] Capitalized terms used in connection with describing the Cash Collateral Motion shall have the meaning ascribed to them in the form of Interim Cash Collateral Order, attached as Exhibit C to the Restructuring Support Agreement (attached hereto as **Exhibit B**).

and unpaid interest at the applicable default contract rate under the Secured Hedge Agreements on account of the Hedging Obligations; (d) provision to the Administrative Agent, for the benefit of itself and the other applicable Prepetition Secured Parties, of additional and replacement liens in and upon, subject to limited exceptions, all property of the Debtors and all property of the Debtors that was subject to the Prepetition Debtor Liens on which the Administrative Agent will have held a valid and non-avoidable security interest on the Petition Date; (e) provision to the Administrative Agent, for the benefit of itself and the other applicable the Prepetition Secured Parties, of super-priority administrative expense claims that are senior to all other claims except the Carve Out; (f) regular update calls with Debtors' management team; and (g) compliance with the Approved Budget and the provision of certain financial reporting in connection therewith.

(b) **Cash Management Motion**

The Debtors will seek entry of interim and final orders authorizing the Debtors to continue, in the ordinary course of their business and consistent with prepetition practices, taking several actions relating to their cash management. First, the Debtors will seek authority to use their existing cash management system, prepetition bank accounts and prepetition business forms (without reference to the Debtors' status as debtors in possession) and honoring prepetition obligations with respect thereto. They will also seek authority to enter into postpetition intercompany transactions and granting administrative expense priority to the postpetition intercompany claims between and among the Debtors and their non-Debtor Affiliates. They will also seek authority to deposit and withdraw funds from their bank accounts by all means, including checks, wire transfers, ACH transfers, and other debits. Finally, the Debtors will ask the Court to waive the Debtors' compliance with the investment guidelines set forth in Bankruptcy Code section 345(b).

(c) **All Trade Motion**

The Debtors will seek entry of an order authorizing the Debtors to pay all of their trade liabilities in the ordinary course of business. The Debtors have obtained the consent of their prepetition secured creditors to pay such liabilities notwithstanding the fact that the secured creditors' claims are "senior" to the Debtors' trade liabilities. The Debtors believe that paying their trade liabilities in the ordinary course of business is essential to maintaining their existing customer and vendor relationships and maximizing the value of the Company for the benefit of all stakeholders.

(d) **NOL Motion**

The Debtors will seek entry of interim and final orders approving certain notification and hearing procedures related to certain transfers of, or declarations of worthlessness with respect to, among other things, Existing GTT Equity Interests and granting related relief (the "NOL Motion"). Such protection is necessary to prevent an ownership change and thereby preserve the Debtors' net operating losses, and other tax attributes, such as capital losses, deferred federal income expense deductions, and tax credits for use on or prior to emergence from chapter 11, as well as to preserve some of these tax attributes and, possibly, tax basis in some of Debtors' assets post-emergence. The net operating loss rules are discussed in more detail in Section 10.3(c) below.

(e) **Taxes Motion**

The Debtors will seek entry of interim and final orders authorizing them to pay certain taxes and fees as they come due in the ordinary course of business. These consist of income and franchise taxes; real and personal property taxes; sales, gross receipts, use and excise taxes; industry-specific regulatory fees; and other general fees such as licensing, permitting and annual reporting fees.

(f) **Wages Motions**

The Debtors will seek entry of interim and final orders authorizing them to pay prepetition wages, salaries, other compensation, and reimbursable employee expenses and continue employee compensation and benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto. The Debtors' employees perform a wide variety of functions that are crucial to the Debtors' operation of their internet network and cable systems. These functions include sales, marketing, client services, delivery and installation of hardware and software, project management, product management, carrier vendor management, engineering operations, platform architecture, finance, accounting, billing, collections, business system analysis, human resources roles, recruiting, and executive roles, such as legal counsel and corporate development. The Debtors seek to minimize the negative impact their employees would suffer if prepetition employee-related obligations are not paid or remitted when due or as expected.

5.3 Procedural Motions and Retention of Professionals

The Debtors intend to file several other motions that are common to chapter 11 cases of similar size and complexity as the Chapter 11 Cases, along with applications to retain various professionals to assist the Debtors in the Chapter 11 Cases.

5.4 Solicitation Procedures

Contemporaneously with the filing of their voluntary petitions, the Debtors will seek an order of the Bankruptcy Court scheduling the Confirmation Hearing to consider the (i) adequacy of this Disclosure Statement, (ii) the solicitation of votes to confirm the Plan and (iii) confirmation of the Plan. Notice of this hearing will be published and mailed to all known Holders of Claims in accordance with an order of the Bankruptcy Court to be requested by the Debtor. In addition, the Debtors will seek authority from the Bankruptcy Court to forego soliciting the votes of Holders of Existing GTT Equity Interests on the Plan notwithstanding the fact that such Holders will receive the Equityholder Warrants on account of their Existing GTT Equity Interests as the Debtors expect to have sufficient votes from the Holders of Claims in Classes 3 and 4 to confirm the Plan notwithstanding a deemed rejection of the Plan by the Class of Existing GTT Equity Interests.

ARTICLE VI

OTHER KEY ASPECTS OF THE PLAN

6.1 Procedures for Resolving Disputed Claims and Interests

This section shall not apply to 2018 Credit Facility Claims or Senior Notes Claims, which Claims shall be Allowed in full and will not be subject to any avoidance, reductions, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection or any other challenges under any applicable Law or regulation by any Person or Entity.

(a) Proofs of Claim / Disputed Claims Process

Notwithstanding Bankruptcy Code section 502(a), and in light of the Unimpaired status of all General Unsecured Claims under the Plan, except as required by Sections 2.1 and 5.2 of the Plan, and any other Sections of the Plan that require Filing Proofs of Claims, Holders of Claims need not File Proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including Bankruptcy Code sections 502 and 503, to the extent applicable. All Proofs of Claim filed in these Chapter 11 Cases, except those permitted by Section 2.1, and 5.2 of the Plan, shall be considered objected to and Disputed without further action by the Debtors.

Upon the Effective Date, all Proofs of Claim filed against the Debtors, regardless of the time of filing, and including Claims filed after the Effective Date, shall be deemed withdrawn, other than as provided below, and such creditor that Files a Proof of Claim with the Bankruptcy Court retains any right it may have to pursue remedies in a forum other than the Bankruptcy Court in accordance with applicable non-bankruptcy Law. Notwithstanding anything in Section 7.1 of the Plan to the contrary, (a) all Claims against the Debtors that result from the Debtors' rejection of an Executory Contract or Unexpired Lease, (b) disputes regarding the amount of any Cure pursuant to Bankruptcy Code section 365, and (c) Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. From and after the Effective Date, the Reorganized Debtors may satisfy, dispute, settle, or otherwise compromise any Claim without approval of the Bankruptcy Court.

(b) **Objections to Claims**

Except insofar as a Claim is Allowed under the Plan, after the Effective Date, only the Reorganized Debtors shall be entitled to object to Claims. Any objections to Claims, other than Administrative Expense Claims, shall be served and filed (a) on or before the ninetieth (90th) day following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (b) such later date as ordered by the Bankruptcy Court upon a motion Filed by the Debtors or Reorganized Debtors. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Section 4.23 of the Plan.

(c) **Estimation of Claims**

Before or after the Effective Date, the Debtors or Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection; *provided* that if the Bankruptcy Court resolves the Allowed amount of a Claim, the Debtors and Reorganized Debtors, as applicable, shall not be permitted to seek an estimation of such Claim. Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim.

(d) **No Distribution Pending Allowance**

If an objection to a Claim is deemed, as set forth in Section 7.1 of the Plan, or Filed, as set forth in Section 7.2 of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

(e) **Distribution After Allowance**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of the such Claim unless required under applicable bankruptcy Law.

(f) **No Interest**

Unless otherwise specifically provided for in the Plan or by order of the Bankruptcy Court, the Restructuring Support Agreement, the Restructuring Term Sheet or any Definitive Document, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

(g) **<u>Adjustment to Claims Without Objection</u>**

Any Claim that has been paid or satisfied, or any Claim that has been amended, superseded, cancelled or expunged, may be adjusted on the Claims register by the Reorganized Debtors without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(h) **<u>Disallowance of Claims</u>**

All Claims of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 548, 549, or 724(a) shall be disallowed if: (a) such Entity or transferee, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order. All Claims filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order or approval of the Bankruptcy Court. In accordance with <u>Section 4.21</u> of the Plan, all Claims Filed on account of a Compensation and Benefits Program shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent the Reorganized Debtors elect to honor such Compensation and Benefits Program, without any further notice to or action, order or approval of the Bankruptcy Court.

Except as provided in the Plan or otherwise agreed, any and all Proofs of Claim filed after the Rejection Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order or approval of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.

6.2 <u>2020 EMEA Settlement Turnover / Original EMEA Settlement Turnover</u>

The Plan shall effectuate the terms of the Original EMEA Settlement Turnover and the 2020 EMEA Settlement Turnover in accordance with the terms of the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment, including through the Plan distributions to Holders of 2018 Credit Facility Claims.

Accordingly:

a. (i) the Original EMEA Cash Turnover Amount that otherwise would be distributable to the Holders of U.S. Secured Claims shall be distributed instead to the Original EMEA Cash Turnover Recipients and (ii) the Original EMEA Equity Turnover Interests that otherwise would be distributable to the Original EMEA Cash Turnover Recipients will instead be distributed to the Holders of U.S. Secured Claims, in each case, subject to the right of each 2020 EMEA Cash Turnover Recipient to opt out of the right to receive the Original EMEA Cash Turnover Amount and the obligation to turn over its pro rata share of the Original EMEA Equity Turnover Interests pursuant to the terms of the 2020 EMEA Opt Out;

b. any Original EMEA Term Loan Claims that were not held by Original EMEA Cash Turnover Recipients as of the close of trading on September 13, 2021 are not Original EMEA Settlement-Eligible Term Loan Claims and not subject to the Original EMEA Settlement Turnover; and

c. the 2020 EMEA Cash Turnover Amount that otherwise would have been distributable to the Holders of U.S. Secured Claims and Original EMEA Term Loan Claims was distributed instead to the 2020 EMEA Cash Turnover Recipients and for the avoidance of doubt, and notwithstanding anything to the contrary herein, remains subject to the terms of the Restructuring Support Agreement, the Restructuring Term Sheet and the CAM Amendment.

For the avoidance of doubt, and notwithstanding anything herein to the contrary, the 2020 EMEA Settlement Turnover remains subject to the disgorgement provisions set forth in the Restructuring Term Sheet, and the Distribution Agent shall comply with such provisions when making distributions to the 2020 EMEA Cash Turnover Recipients.

6.3 I Squared Deferred Consideration

Upon receipt by any of the Reorganized Debtors (or an Affiliate thereof) of the I Squared Deferred Consideration, one or more of the Reorganized Debtors or Affiliates thereof shall distribute the I Squared Deferred Consideration received pursuant to the I Squared Infrastructure Sale Agreement to the Holders of Allowed Class 3 Claims in accordance with the terms hereof.

6.4 Restructuring Transactions

On or about the Effective Date, the Debtors or the Reorganized Debtors, in each case with the reasonable consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld, conditioned, or delayed), may take all actions as may be necessary or appropriate to effectuate the transactions and the Debtors' restructuring described in, approved by, contemplated by, or necessary to effectuate the Plan and the Restructuring Support Agreement (collectively, the "Restructuring Transactions"), including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution or liquidation containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the requirements of applicable Law and any other terms to which the applicable Entities may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and the Restructuring Support Agreement and having other terms for which the applicable Entities agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion or dissolution (including in respect of the dissolution of any Debtors) pursuant to applicable state Law; (d) such other transactions that are required to effectuate the Restructuring Transactions in the most tax efficient manner for the Debtors and the Consenting Stakeholders, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions or liquidations; and (e) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable Law. . Certain Restructuring Transactions may be set forth in a memorandum to be filed as a Plan Supplement document no later than ten (10) days prior to the Confirmation Hearing the terms of which will be subject to the consent of the Required Consenting Creditors.

The Confirmation Order shall, and shall be deemed to, pursuant to both Bankruptcy Code sections 1123 and 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan.

(a) New Equity Interests

All Existing GTT Equity Interests shall be cancelled as of the Effective Date. Subject to the Restructuring Transactions, the Reorganized Parent shall issue and distribute, or otherwise transfer, the New Equity Interests directly or indirectly to the Holders of Allowed Claims in Classes 3 and 4 pursuant to the Plan, subject to the Indenture Trustee's Charging Lien, as applicable to the Noteholder New Equity Interests. The issuance of the New Equity Interests shall be authorized without the need for any further corporate action and without any further action by the Debtors, Reorganized Debtors, Reorganized Parent or any of their equity holders, members, directors, management, officers or employees, as applicable. The issuance and distribution, or other transfer, on the Effective Date of New Equity Interests to the Distribution Agent for the benefit of Holders of Allowed Claims in Class 3 and Class 4 (as applicable) in accordance with the terms of the Plan shall be deemed authorized upon the entry of the Confirmation Order. All New Equity Interests issued under the Plan shall be duly authorized, validly issued, fully paid and non-assessable (as applicable).

(b) **Noteholder Warrants**

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Parent shall, subject to the Indenture Trustee's Charging Lien, issue and distribute, or otherwise transfer, the Noteholder Warrants directly or indirectly to the Holders of Allowed Claims in Class 4, the terms of which will be set forth in the Noteholder Warrant Agreement. Confirmation of the Plan shall be deemed approval of the Noteholder Warrants and the Noteholder Warrant Agreement, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Parent in connection therewith, and authorization for the Reorganized Parent to enter into and execute the Noteholder Warrant Agreement and such other documents as may be required to effectuate the treatment afforded by the Noteholder Warrants. All of the Noteholder Warrants issued pursuant to the Plan and any New Equity Interests issued pursuant to the exercise of such Noteholder Warrants shall be duly authorized, validly issued, and non-assessable.

For the avoidance of doubt, the issuance of the Noteholder Warrants and the New Equity Interests issued upon the exercise of the Noteholder Warrants shall be exempt from the registration requirement of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law.

(c) **Equityholder Warrants**

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Parent shall issue and distribute, or otherwise transfer, the Equityholder Warrants directly or indirectly to the Holders of Allowed Existing GTT Equity Interests in Class 9, the terms of which will be set forth in the Equityholder Warrant Agreement. Confirmation of the Plan shall be deemed approval of the Equityholder Warrants and the Equityholder Warrant Agreement and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Parent in connection therewith, and authorization for the Reorganized Parent to enter into and execute the Equityholder Warrant Agreement and such other documents as may be required to effectuate the treatment afforded by the Equityholder Warrants. All of the Equityholder Warrants issued pursuant to the Plan and any New Equity Interests issued pursuant to the exercise of such Equityholder Warrants shall be duly authorized, validly issued, and non-assessable.

For the avoidance of doubt, the issuance of the Equityholder Warrants and the New Equity Interests issued upon the exercise of the Equityholder Warrants shall be exempt from the registration requirement of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law.

(d) **Exit Revolving Credit Facility**

In advance of the Effective Date, the Debtors may, with the consent of the Required Consenting Creditors (which consent shall not be unreasonably withheld, conditioned, or delayed), seek to obtain the Exit Revolving Credit Facility and, if so sought and obtained, on the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors shall enter into the Exit Revolver Documentation setting forth the terms of the Exit Revolving Credit Facility. Confirmation of the Plan shall be deemed to constitute (i) authorization for the Reorganized Debtors to execute and deliver the Exit Revolver Documentation and such other documents as may be required to effectuate the Exit Revolving Credit Facility, (ii) approval of the Exit Revolving Credit Facility and the Exit Revolver Documentation and (iii) approval of all transactions contemplated thereby and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses and other payments (including any backstop payments) provided for therein.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the Exit Revolver Documentation (a) shall be deemed to be granted, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Revolver Documentation, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Revolver Documentation, (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and (e) shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all Governmental Approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests to third parties.

(e) **New GTT Term Loan Facility**

On the Effective Date, or as soon as reasonably practicable thereafter, the applicable Reorganized Debtors shall incur the New GTT Term Loans under the New GTT Term Loan Facility and the applicable Reorganized Debtors and their applicable direct and indirect subsidiaries shall provide any guarantees thereof, on the terms set forth in the New GTT Term Loan Documentation. Confirmation shall be deemed approval of the New GTT Term Loan Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith) and the incurrence of the New GTT Term Loans to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to incur the New GTT Term Loans and related guarantees, including entrance into the New GTT Term Loan Documentation, without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order or rule or vote, consent, authorization or approval of any Person, subject to such modifications as the Reorganized Debtors, with the consent of the Required Consenting Creditors may deem to be necessary to consummate the New GTT Term Loan Facility.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the New GTT Term Loan Documentation (a) shall be deemed to be granted, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New GTT Term Loan Documentation, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New GTT Term Loan Documentation and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all Governmental Approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests to third parties.

(f) **Noteholder New Common Equity Investment**

The Noteholder New Common Equity Investment will be effectuated through the Rights Offering that will allow eligible Holders of Senior Notes Claims to invest up to $50 million (in the aggregate) to acquire New Equity Interests on a Pro Rata basis at a share price that implies an enterprise value that would result in par plus accrued recovery for Holders of 2018 Credit Facility Claims as of the Effective Date. The Rights Offering will be effectuated through the Rights Offering Procedures, as will be set forth in the Plan Supplement, which will grant such eligible Holders of Senior Notes Claims with Subscription Rights to acquire New Equity Interests on the Effective Date. The Rights Offering will commence after entry of the Confirmation Order by the Bankruptcy Court.

For the avoidance of doubt, any New Equity Interests purchased pursuant to the Noteholder New Common Equity Investment will reduce the Secured Claims New Equity Interests and shall not reduce the Noteholder New Equity Interests. The issuance of the Subscription Rights to each eligible Holder of a Senior Notes Claim, and the resulting issuance of the New Equity Interests (if any), pursuant to the Noteholder New Common Equity Investment, shall be exempt from the registration requirements of the securities Laws as a result of Bankruptcy Code section 1145 to the maximum extent permitted by Law. To the Debtors' knowledge, as of the date of this Disclosure Statement, all Holders of Senior Notes Claims are eligible to participate in the Noteholder New Common Equity Investment.

6.5 **Exemption from Registration Requirements**

The offering, issuance and distribution of the New Equity Interests (including any New Equity Interests issued upon the exercise of the Warrants or through the Noteholder New Common Equity Investment), the Noteholder Warrants, and/or the Equityholder Warrants issued to Holders of (a) 2018 Credit Facility Claims, (b) Senior Notes Claims or (c) Existing GTT Equity Interests, as applicable, in each case after the Petition Date, on account of their Claims (or through the Noteholder New Common Equity Investment) and Interests, will be issued under the Plan without registration under the Securities Act or any similar federal, state or local Law in reliance on Bankruptcy Code section 1145(a) to the maximum extent permitted by Law, or, if section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities Laws. The offering, issuance and distribution (if applicable) of any Securities before the Petition Date and Securities issuable pursuant to the Management Incentive Plan will be issued pursuant to section 4(a)(2) of the Securities Act, and/or any other available exemption from registration under the Securities Act, as applicable.

Except as otherwise provided in the Plan or the governing certificates or instruments, any and all New Equity Interests, Noteholder Warrants or Equityholder Warrants issued under the Plan (excluding Securities issuable under the Management Incentive Plan) will be freely tradable under the Securities Act by the recipients thereof, subject to (a) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities Laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments, (b) the restrictions, if any, on the transferability of such Securities and instruments and (c) any other applicable regulatory approvals.

The issuance of Subscription Rights to each Noteholder to participate in the Noteholder New Common Equity Investment shall be exempt from the registration requirements of the securities Laws as a result of Bankruptcy Code section 1145 or, if Bankruptcy Code section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities Laws.

New Securities issued under the Management Incentive Plan pursuant to section 4(a)(2) of the Securities Act, if any, will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

The ownership of the New Equity Interests, the Noteholder Warrants or the Equityholder Warrants will be through the facilities of the DTC (other than in the case of new Securities issued under the Management Incentive Plan that are restricted Securities under the Securities Act), and the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests, the Noteholder Warrants or the Equityholder Warrants under applicable securities Laws

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests, the Noteholder Warrants and/or the Equityholder Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. DTC shall be required to accept and conclusively rely upon the Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests, the Noteholder Warrants and/or the Equityholder Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

6.6 **Corporate Action**

Subject to the Restructuring Support Agreement, upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, the Reorganized Debtors or any other Entity, including: (a) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (b) selection of the directors, managers and officers for the Reorganized Debtors, including the appointment of the New Board; (c) the execution, entry into, delivery and filing of the Noteholder Warrant Agreement; (d) the execution, entry into, delivery and filing of the Equityholder Warrant Agreement; (e) the execution, entry into, delivery and filing of the Exit Revolver Documentation, as applicable; (f) the execution, entry into, delivery and filing of the New GTT Term Loan Documentation, as applicable; (g) the adoption and/or filing of the New Corporate Governance Documents; (h) the issuance and distribution, or other transfer, of the New Equity Interests as provided in the Plan; (i) implementation of the Restructuring Transactions, including the Noteholder New Common Equity Investment that will be effectuated through the Rights Offering; and (j) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

All matters provided for in the Plan involving the corporate structure of the Reorganized Debtors, and any corporate action required in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors or Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized Parent or the other Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, Securities and instruments contemplated by the Plan (or necessary or desirable to effectuate the Restructuring Transactions) in the name of and on behalf of Reorganized Parent and the other Reorganized Debtors, as applicable, including the Noteholder Warrant Agreement, the Equityholder Warrant Agreement, the New GTT Financing Documentation and any and all other agreements, documents, Securities and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court. The authorizations and approvals contemplated by Section 4.15 of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law.

6.7 Corporate Existence

Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement (including the New Corporate Governance Documents), on and after the Effective Date, each Reorganized Debtor shall continue to exist as a separate corporation, limited liability company, partnership or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership or other form of entity, as the case may be, pursuant to the applicable Law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation or bylaws (or other analogous formation documents) is amended by the Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal Law).

6.8 New Corporate Governance Documents

On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended as may be required to be consistent with the provisions of the Plan, the Governance Term Sheet, the Noteholder Warrant Agreement, the Equityholder Warrant Agreement, the New GTT Financing Documentation, as applicable, and the Bankruptcy Code. The New Corporate Governance Documents shall, among other things: (a) authorize the issuance of the New Equity Interests; (b) authorize the issuance of the Warrants; (c) authorize the incurrence of the Exit Revolving Loans and the New GTT Term Loans; and (d) pursuant to and only to the extent required by Bankruptcy Code section 1123(a)(6), include a provision prohibiting the issuance of non-voting equity Securities. Subject to Section 4.18 of the Plan, each Reorganized Debtor may amend and restate its certificate of incorporation and other formation and constituent documents as permitted by the Laws of its respective jurisdiction of formation and the terms of the New Corporate Governance Documents, the Governance Term Sheet and the Plan.

6.9 Indemnification Provisions in Organizational Documents

Notwithstanding anything to the contrary in the Plan, upon the Effective Date, all Indemnification Provisions shall, to the fullest extent permitted under applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors) (a) be deemed and treated as Executory Contracts to be assumed by the Reorganized Debtors, as applicable, under the Plan, (b) remain in full force and effect after the Effective Date and be continuing obligations of the Reorganized Debtors and their subsidiaries consistent with their terms, (c) not be discharged, impaired or otherwise affected in any way, including by the Plan or the Confirmation Order, and (d) survive Unimpaired and unaffected, irrespective of when such obligation arose, including before, on or after the Petition Date.

6.10 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, or in any agreement, instrument or other document incorporated in the Plan (including with respect to the Restructuring Transactions and the New GTT Financing Documentation), on the Effective Date, pursuant to Bankruptcy Code sections 1141(b) and (c), all property in each Debtor's Estate, all Causes of Action (other than any Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan) and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges and/or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6.11 Cancellation of Instruments, Certificates, and Other Documents

On the Effective Date, except as otherwise provided in the Plan: (a) the obligations of the Debtors under the Credit Agreement, the Senior Notes Indenture and any Existing GTT Equity Interests, certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Interest, including, for the avoidance of doubt, any and all shareholder or similar agreements related to Existing GTT Equity Interests, shall be cancelled and the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder (subject to Section 4.13 of the Plan); and (b) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released and discharged (subject to Section 4.13 of the Plan); *provided* that notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of an Allowed Claim shall continue in effect solely for purposes of enabling such Holder to receive distributions under the Plan on account of such Allowed Claim as provided in the Plan; *provided*, *further*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan; *provided*, *further*, that nothing in the Plan shall effect a cancellation of any New GTT Term Loans, Intercompany Interests or Intercompany Claims.

Notwithstanding Confirmation, the occurrence of the Effective Date or anything to the contrary in the Plan, any agreement that governs the rights of a Holder of an Allowed Claim, including the Credit Agreement and the Senior Notes Indenture, shall continue in effect solely to the extent necessary to: (a) permit the Debtors or the Reorganized Debtors to make Plan distributions on account of the Allowed Claims as provided in the Plan; (b) allow the Administrative Agent and the Indenture Trustee to receive distributions under the Plan and to distribute them to the applicable Holders (in the case of the Indenture Trustee, subject to any Charging Lien) in accordance with the terms of the Credit Agreement, the Senior Notes Indenture and the Plan, as applicable, and allow the Administrative Agent and the Indenture Trustee, as "Distribution Agents" under the Plan, to make post-Effective Date distributions (in the case of the Indenture Trustee, subject to any Charging Lien) or take such other action pursuant to the Plan on account of the 2018 Credit Facility Claims or the Senior Notes Claims, as applicable, and to otherwise exercise their rights related to the interest of the Holders of Allowed 2018 Credit Facility Claims and Allowed Senior Notes Claims, as applicable, in accordance with the Plan; (c) permit the Administrative Agent and the Indenture Trustee to seek compensation and/or reimbursement of fees and expenses (including any reasonable Indenture Trustee Fees and Expenses) in accordance with the terms of the Credit Agreement, the Senior Notes Indenture, the Plan, the Cash Collateral Orders and the Confirmation Order, as applicable; (d) allow the Administrative Agent and the Indenture Trustee to enforce their rights, claims and interests against any party other than the Debtors; (e) preserve any rights of the Administrative Agent and the Indenture Trustee to payment of fees, expenses and indemnification obligations as against any money or property distributable to Holders of Claims under the Credit Agreement and the Senior Notes Indenture, respectively, including any rights to priority of payment and, in the case of the Indenture Trustee, to exercise the Charging Lien; (f) permit the Administrative Agent and the Indenture Trustee to appear and be heard in the Chapter

11 Cases or in any proceeding in the Bankruptcy Court or an appellate court, including to enforce any obligation owed to the Administrative Agent or the Indenture Trustee or other Holders of Claims under the Credit Agreement or the Senior Notes Indenture, as applicable; (g) allow the Administrative Agent and the Indenture Trustee to maintain any right of indemnification, exculpation, contribution or subrogation under the Credit Agreement, the Senior Notes Indenture or any other agreement that governs such rights; and (h) permit the Administrative Agent and Indenture Trustee to perform any function necessary to effectuate any of the foregoing, as applicable; *provided* that nothing in Section 4.13 of the Plan shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any liability or expense to the Reorganized Debtors. Except for the foregoing, on and after the Effective Date, all duties and responsibilities of the Administrative Agent under the Credit Agreement and the Indenture Trustee under the Senior Notes Indenture shall terminate and shall be fully discharged and released.

On and after the final distribution on account of the Allowed Senior Notes Claims, the Senior Notes shall be deemed to be worthless, and DTC shall take down the relevant positions at the request of the Indenture Trustee, without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors or the Indenture Trustee.

6.12 Sources for Plan Distributions and Transfers of Funds Among Debtors

The Debtors shall fund distributions under the Plan with: (a) Cash on hand, including Cash from operations, remaining Retained Cash Proceeds, Excess Cash and Noteholder New Common Equity Investment Cash (if any); (b) if applicable, the proceeds of the Exit Revolving Credit Facility; (c) the New Equity Interests; (d) the Noteholder Warrants; (e) the Equityholder Warrants; (f) the New GTT Term Loans; (g) the I Squared Deferred Consideration and (h) Subscription Rights in connection with the Noteholder New Common Equity Investment. Cash payments to be made pursuant to the Plan will be made by the Debtors or the Reorganized Debtors, as applicable. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to make the payments and distributions required by the Plan. Except as set forth in the Plan or in this Disclosure Statement, and to the extent consistent with any applicable limitations set forth in any applicable post-Effective Date agreement (including the New GTT Financing Documentation and New Corporate Governance Documents), any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New GTT Financing Documentation and New Corporate Governance Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the Boards of Directors of the applicable Reorganized Debtors deem appropriate.

6.13 Section 1146(a) Exemption

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, in furtherance of or in connection with the Plan (including as a result of the Restructuring Transactions), including: (a) the issuance, distribution, transfer or exchange of any Security of the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; (d) the grant of collateral as security for the Exit Revolving Credit Facility or the New GTT Term Loan Facility, as applicable; or (e) the making, delivery or recording of any deed or other instrument of transfer, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

6.14 Directors and Officers of the Reorganized Debtors

(a) **The New Board**

As of the Effective Date, the terms of the current members of the Parent's Board of Directors shall expire, and, without further order of the Bankruptcy Court, the New Board shall be appointed in accordance with the Governance Term Sheet and the New Corporate Governance Documents. Pursuant and subject to the terms of the Governance Term Sheet and New Corporate Governance Documents, the New Board will initially consist of seven (7) directors, including (a) the Chief Executive Officer of the Parent, (b) one (1) director designated by the Required Consenting Noteholders and (c) five (5) directors designated by the Required Consenting 2018 Credit Facility Creditors. To the extent known, the identity of the members of the New Board will be disclosed in the Plan Supplement or prior to the conclusion of the Confirmation Hearing. As of the Effective Date, the directors of each of the other Reorganized Debtors shall consist of either the existing directors of such Entity or such persons as designated in the Plan Supplement or prior to the conclusion of the Confirmation Hearing, and remain in such capacities as directors of the applicable Reorganized Debtor until replaced or removed in accordance with the organizational documents and New Corporate Governance Documents of the applicable Reorganized Debtors.

The Confirmation Order shall provide, if requested by the Ad Hoc Lender Group, that the Debtors shall (i) cause Anthony M. Abate and/or Sherman Edmiston III to resign from the Board of Directors of the Parent and the Strategic Planning Committee and (ii) cause up to two additional directors selected by the Ad Hoc Lender Group and who have been designated to serve on the New Board by the Ad Hoc Lender Group, as set forth in the Plan Supplement, to be appointed to the Board of Directors of the Parent and the Strategic Planning Committee to replace Anthony M. Abate and/or Sherman Edmiston III, as applicable; provided, that, if the Ad Hoc Noteholder Group selects Sherman Edmiston III to serve on the New Board as set forth in the Plan Supplement, then the Ad Hoc Lender Group shall not be able to request the removal of Sherman Edmiston III without the consent of the Ad Hoc Noteholder Group.

From and after the Effective Date, each director (or director equivalent) of the Reorganized Debtors shall serve pursuant to the terms of the respective Reorganized Debtor's charters and bylaws or other formation and constituent documents, and the applicable Laws of the respective Reorganized Debtor's jurisdiction of formation.

(b) **Senior Management**

Subject to Sections 4.20 and 4.21 of the Plan, the officers of the Debtors as of the Petition Date shall remain in their current capacities as officers of the Reorganized Debtors in each case subject to the ordinary rights and powers of the New Board to remove or replace them in accordance with the Reorganized Debtors' organizational documents and any applicable employment agreements that are assumed pursuant to the Plan.

6.15 Insurance Policies and Surety Bonds

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365. For the avoidance of doubt, any D&O Liability Insurance Policy associated with Parent shall be assumed by Reorganized Parent as of the Effective Date.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers or employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policy as the Debtors or Reorganized Debtors may deem necessary on terms and at an expense reasonably acceptable to the Debtors or the Reorganized Debtors.

The Debtors shall continue to satisfy their surety bonds and insurance policies in full and continue such programs in the ordinary course of business. Each of the Debtors' surety bonds and insurance policies, and any agreements, documents, or instruments relating thereto shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date: (a) the Debtors shall be deemed to have assumed all such surety bonds and insurance policies and any agreements, documents and instruments relating to coverage of all insured Claims; and (b) such surety bonds and insurance policies and any agreements, documents, or instruments relating thereto shall revest in the applicable Reorganized Debtor(s).

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of all such insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

6.16 Employee Arrangements of the Reorganized Debtors

On the Effective Date, the Reorganized Debtors shall either: (a) assume all Compensation and Benefits Programs; or (b) in accordance with the terms and conditions set forth in Section 5.02(f) of the Restructuring Support Agreement, (i) if a Person subject to a Compensation or Benefits Program has agreed, amend such Compensation and Benefits Program with respect to such Person or (ii) enter into new agreements with such Persons on terms and conditions acceptable to the Reorganized Debtors, based on approval by the New Board (or the new Board of Directors of the applicable Reorganized Debtor), and such Person; *provided* that any Compensation and Benefits Program that constitutes a D&O Liability Insurance Policy or an Indemnification Provision shall be assumed pursuant to clause (a) of Section 4.21 of the Plan. Notwithstanding the foregoing, pursuant to Bankruptcy Code section 1129(a)(13), from and after the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable Law.

Any assumption of Compensation and Benefits Programs pursuant to the Plan and any of the Restructuring Transactions shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein (unless a Compensation and Benefits Program counterparty timely objects to the assumption contemplated by the Plan in which case any such Compensation and Benefits Program shall be deemed rejected as of immediately prior to the Petition Date). No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

6.17 Management Incentive Plan

The Management Incentive Plan shall be established as of the Effective Date and have a pool of ten percent (10%) of the New Equity Interests (the "MIP Pool") determined on a fully-diluted basis, excluding the New Equity Interests issuable upon exercise of the Warrants and subject to adjustment as described below. As soon as practicable following the issuance of New Equity Interests issued in connection with the exercise of any Noteholder Warrants or Equityholder Warrants (the "Additional New Equity Interests"), the MIP Pool will be equitably increased to reflect the dilutive effect of the Additional New Equity Interests, and any awards previously awarded under the Management Incentive Plan will be equitably adjusted to prevent dilution or enlargement with respect to such awards and such adjusted awards will reduce the amount of the MIP Pool (as adjusted) that is available for subsequent grants, subject to the terms of the Management Incentive Plan with respect to share usage. The form, terms, allocation and vesting of awards and other terms and conditions of the Management Incentive Plan shall be mutually agreed upon prior to the Effective Date by (x) the Parent's Chief Executive Officer and (y) the SPC Subcommittee and shall be reasonably acceptable to the Required Consenting Creditors.

6.18 FCC Applications and Governmental Regulatory Applications

The FCC Applications and Governmental Regulatory Applications with respect to the Restructuring Transactions will be filed as soon as reasonably practicable after the filing of the Plan.[40] The Debtors or the Reorganized Debtors, as applicable, shall diligently prosecute the FCC Applications and the Governmental Regulatory Applications, and shall promptly provide such additional documents or information requested by the FCC or any Governmental Regulatory Authority in connection with the review of the foregoing.

Any agreements with or commitments to the FCC or any Governmental Regulatory Authorities by the Debtors, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required approvals, shall require the prior approval of the Required Consenting Creditors, which approval shall not be unreasonably withheld.

6.19 Preservation of Causes of Action

Unless any Causes of Action are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, including pursuant to Article VIII of the Plan or a Final Order, in accordance with Bankruptcy Code section 1123(b), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including pursuant to Article VIII of the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Section 4.24 of the Plan include any claim or Cause of Action with respect to, or against, a Released Party.

In accordance with Bankruptcy Code section 1123(b)(3), any Causes of Action preserved pursuant to the first paragraph of Section 4.24 of the Plan that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

6.20 Release of Certain Causes of Action

On the Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Causes of Action under Bankruptcy Code section 547, and the Debtors, the Reorganized Debtors and any of their successors or assigns, and any Entity acting on behalf of the Debtors or the Reorganized Debtors, shall be deemed to have waived the right to pursue any and all such Causes of Action under Bankruptcy Code section 547.

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[40] The Debtors currently hold a number of FCC wireless licenses. The Debtors do not believe that such licenses are necessary for the go-forward operations of Reorganized GTT, and will determine whether to surrender them promptly following the commencement of the Chapter 11 Cases.

6.21 Treatment of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease shall, in consultation with the Consenting Creditors' Advisors, be deemed assumed, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365, unless such Executory Contract or Unexpired Lease: (a) was previously assumed or rejected; (b) previously expired or terminated pursuant to its own terms; (c) was the subject of a motion to reject, which motion was Filed on or before the Confirmation Date; (d) is the subject of a motion to assume or assume and assign, which motion was Filed on or before the Confirmation Date; or (e) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases; *provided*, that the rejection of any Executory Contract or Unexpired Lease shall be subject to the consent of the Required Consenting Creditors (not to be unreasonably withheld, conditioned or delayed). The assumption of Executory Contracts and Unexpired Leases under the Plan may include the assignment of certain of such contracts or leases to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments, all pursuant to Bankruptcy Code sections 365(a) and 1123, and be effective on the Effective Date. Notwithstanding anything to the contrary in the Plan, to the extent the assumption of any I Squared Infrastructure Sale Transaction Document has not yet occurred, then each such I Squared Infrastructure Sale Transaction Document shall be assumed by each Debtor party to such document on the Effective Date.

Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests. To the maximum extent permitted by Law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, purports to restrict or prevent or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority or amount of any Claims that may arise in connection therewith. The Debtors shall serve rejection notices in respect of each rejected Executory Contract or Unexpired Lease on the applicable counterparties in accordance with the milestones contained in the Restructuring Support Agreement and the Solicitation Materials.

Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Required Consenting Creditors (not to be unreasonably withheld, conditioned or delayed)) or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including forty-five (45) days after the Effective Date.

Notwithstanding anything to the contrary in the Plan, the Restructuring Support Agreement shall be deemed assumed by the Debtors upon entry of the Confirmation Order.

(a) Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

The Debtors or the Reorganized Debtors, as applicable, shall pay all Allowed Cure Claims, if any, in the Debtors' ordinary course of business. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Allowed Cure Claims that differ from the ordinary course amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors, as applicable, to a counterparty must be Filed with the Solicitation Agent on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure in the Debtors' ordinary course of business; *provided*, *however*, that nothing in the Plan shall prevent the Debtors or the Reorganized Debtors, as applicable, from paying any Cure Claim despite the failure of the relevant counterparty to File a request for payment of such Cure. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Notwithstanding anything to the contrary in Section 5.2 of the Plan, any Debtor's assumption of the applicable I Squared Infrastructure Sale Transaction Documents to which it is a party shall not be subject to the cure process under Bankruptcy Code section 365 to be assumed and any such Debtor's obligations under the applicable I Squared Infrastructure Sale Transaction Documents that remain outstanding as of the effectiveness of such assumption shall continue as if such Debtor had not filed for chapter 11.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365 or any other matter pertaining to assumption, then payment of the applicable Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the applicable Debtor or Reorganized Debtor, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Section 5.2 of the Plan, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to Section 5.2 of the Plan, in the amount and at the time dictated by the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order or approval of the Bankruptcy Court.**

(b) **Rejection Damages Claims**

In the event that the rejection of an Executory Contract or Unexpired Lease results in damages to the other party or parties to such Executory Contract or Unexpired Lease, a Claim for such damages shall be forever barred and shall not be enforceable against the applicable Debtor or Reorganized Debtor or their respective properties, successors or assigns, unless a Proof of Claim is Filed and served upon counsel for the Debtors and the Consenting Creditors no later than thirty (30) days after the later of (a) Confirmation and (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

(c) **Contracts and Leases Entered into After the Petition Date**

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed under Bankruptcy Code section 365, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Such Executory Contracts and Unexpired Leases that are not rejected under the Plan shall survive and remain unaffected by entry of the Confirmation Order.

(d) **Indemnification**

On and as of the Effective Date, the Indemnification Provisions will be assumed by the Debtors and Reorganized Debtors (as applicable) and will be irrevocable and will survive the effectiveness of the Plan, and the

New Corporate Governance Documents will provide to the fullest extent provided by applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors) for the indemnification, defense, reimbursement, exculpation and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, and employees and such current and former directors' and officers' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, and none of the Reorganized Debtors will amend and/or restate the New Corporate Governance Documents after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

(e) **<u>Assumption of the I Squared Infrastructure Sale Transaction Documents</u>**

GTT is party to certain continuation of services agreements contemplated by the I Squared Infrastructure Sale Agreement as of the closing date of the I Squared Infrastructure Sale, including the (a) GTT MSA, (b) InfraCo MSA, (c) GTT TSA and (d) InfraCo TSA (each as defined in the I Squared Infrastructure Sale Agreement and, together with the I Squared Infrastructure Sale Agreement and all "Transactions Documents," collectively, the "<u>I Squared Infrastructure Sale Transaction Documents</u>"). The GTT MSA and InfraCo MSA (together, the "<u>MSAs</u>") govern ongoing services provided between the Company and the Buyer, including transportation services, the use of colocation centers, software support, use of infrastructure hardware such as dark fiber, and field services. The Company will be one of the largest customers of the Infrastructure Business going forward and will rely on services provided by the Infrastructure Business for its operations, on an uninterrupted basis. As part of the I Squared Infrastructure Sale, existing customer contracts were allocated between the Buyer and the Company. Because certain customer contracts will require the services of both the Buyer and the Company (including certain Debtors), the MSAs provide for the pass-through of services to allow for administrative efficiency in performing under the split customer contracts. The GTT TSA and InfraCo TSA (together, the "<u>TSAs</u>") govern certain services provided between the Company and the Buyer, including access to shared real estate, billing services, sales services, tax services and other operational services. The TSAs provide for a list of transitional services to be provided, with the ability to call for additional services as needed for the transition.

Pursuant to the I Squared Infrastructure Sale Agreement and the Restructuring Support Agreement, the Debtors committed to obtaining entry of an order by the Bankruptcy Court approving the Debtors' assumption of these I Squared Infrastructure Sale Transaction Documents, which may be assumed via the Confirmation Order. Because prompt assumption of the I Squared Infrastructure Sale Transaction Documents is essential for uninterrupted internet and network support for customers of both the Debtors and the Infrastructure Business, the Debtors committed pursuant to the Restructuring Support Agreement to obtaining entry of an order by the Bankruptcy Court approving assumption of the I Squared Infrastructure Sale Transaction Documents within seventy-five (75) calendar days following the Petition Date.

6.22 <u>Release, Injunction, and Related Provisions</u>

(a) **<u>Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests, and Controversies</u>**

Except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan (including the New GTT Financing Documentation and the New Corporate Governance Documents): (a) the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge and release, effective as of the Effective Date, of any and all Claims (including any Intercompany Claims Reinstated, cancelled, released, resolved or compromised (consistent with the Restructuring Transactions) after the Effective Date by the Reorganized Debtors), Interests (including any Intercompany Interests Reinstated or cancelled and released (consistent with the Restructuring Transactions) after the Effective Date by the Reorganized Debtors) and Causes of Action against the Debtors of any nature whatsoever including demands, liabilities and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such liability relates to services performed by employees of the Debtors prior to the Effective Date and that arises from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), any interest accrued on Claims or Interests from and after the Petition Date and all other liabilities against, Liens on, obligations of, rights

against and Interests in, the Debtors or any of their assets or properties; (b) the Plan shall bind all Holders of Claims and Interests; (c) all Claims and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, in each case regardless of whether or not: (i) a Proof of Claim or Proof of Interest based upon such debt, right or Interest is Filed or deemed Filed pursuant to Bankruptcy Code section 501; (ii) a Claim or Interest based upon such debt, right or Interest is Allowed pursuant to Bankruptcy Code section 502; (iii) the Holder of such a Claim or Interest has accepted, rejected or failed to vote to accept or reject the Plan; or (iv) any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that each such compromise or settlement is in the best interests of the Debtors, their Estates and Holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

(b) **Releases by the Debtors**

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED, BY AND ON BEHALF OF THE DEBTORS AND THEIR ESTATES, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE DEBTORS, THEIR ESTATES, OR THEIR AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING TRANSACTIONS, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED UNDER THE PLAN, THE BUSINESS OR

CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF ANY CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE PLAN AND RELATED AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, THE NEW GTT FINANCING DOCUMENTATION, THE NEW CORPORATE GOVERNANCE DOCUMENTS AND ALL OTHER DEFINITIVE DOCUMENTS, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASES PROVIDED IN SECTION 8.2 OF THE PLAN SHALL NOT AFFECT THE RELEASING PARTIES' RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE DEFINITIVE DOCUMENTS AND THE OBLIGATIONS CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS OR AS OTHERWISE PROVIDED IN ANY ORDER OF THE BANKRUPTCY COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE DEBTOR RELEASES SHALL NOT BE CONSTRUED AS RELEASING ANY RELEASED PARTY FROM ANY CLAIM OR CAUSE OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THEIR ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASES.

(c) **Releases by Holders of Claims and Interests**

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASED PARTY IS DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND DISCHARGED, BY THE RELEASING PARTIES, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, IN EACH CASE SOLELY TO THE EXTENT OF THE RELEASING PARTIES' AUTHORITY TO BIND ANY OF THE FOREGOING, INCLUDING PURSUANT TO AGREEMENT OR APPLICABLE NON-BANKRUPTCY LAW, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN OR DOMESTIC LAW, RULE, STATUTE,

REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT SUCH PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING TRANSACTIONS, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED UNDER THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF ANY CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE PLAN AND RELATED AGREEMENTS, INSTRUMENTS AND OTHER DOCUMENTS, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, THE NEW GTT FINANCING DOCUMENTATION, THE NEW CORPORATE GOVERNANCE DOCUMENTS AND ALL OTHER DEFINITIVE DOCUMENTS, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASES PROVIDED IN <u>SECTION 8.3</u> OF THE PLAN SHALL NOT AFFECT THE RELEASING PARTIES' RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE DEFINITIVE DOCUMENTS AND THE OBLIGATIONS CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS OR AS OTHERWISE PROVIDED IN ANY ORDER OF THE BANKRUPTCY COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THE PRECEDING PARAGRAPH SHALL NOT BE CONSTRUED AS RELEASING ANY RELEASED PARTY FROM ANY CLAIM OR CAUSE OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

FOR THE AVOIDANCE OF DOUBT, THE ONLY PARTIES THAT ARE BOUND BY THE RELEASES PROVIDED IN <u>SECTION 8.3</u> OF THE PLAN ARE: (I) THE RELEASED PARTIES; (II) PARTIES WHO ARE ENTITLED TO VOTE ON THE PLAN AND DO NOT OPT-OUT OF THE THIRD-PARTY RELEASES IN A TIMELY AND PROPERLY SUBMITTED BALLOT; AND (III) PARTIES WHO ARE DEEMED TO REJECT THE PLAN AND EITHER (X) RECEIVE AN OPT OUT FORM AND DO NOT OPT-OUT OF THE THIRD-PARTY RELEASES BY SUBMITTING A DULY COMPLETED OPT-OUT FORM OR (Y) FILE WITH THE BANKRUPTCY COURT AN OBJECTION TO THE THIRD-PARTY RELEASES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASES ARE: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASES; (E) IN THE BEST INTERESTS OF THE DEBTORS, THEIR ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (F) FAIR, EQUITABLE AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASES.

(d) **I Squared Release**[41]

Except to the extent expressly preserved pursuant to the I Squared Infrastructure Sale Agreement or the other I Squared Infrastructure Sale Transaction Documents, on the Effective Date, each SPA Releasing Party, to the fullest extent permissible under applicable law, mutually releases and discharges each SPA Released Party from any and all Claims (as defined in the I Squared Infrastructure Sale Agreement) and Causes of Action, whether known or unknown, including any derivative claims that such SPA Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Sellers' and the Sellers' Group's (including, in each instance, the management, ownership or operation thereof) restructuring efforts, the formulation, preparation, dissemination, negotiation or filing of the Restructuring Support Agreement, or any contract, instrument, release or other agreement or document created or entered into in connection with the I Squared Infrastructure Sale Agreement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the implementation of the Transaction and any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Completion Date related or relating to the foregoing; *provided* that this paragraph and/or any other provisions of the Plan shall not relieve any SPA Released Party from any obligations under, or otherwise affect the terms and conditions of, the I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents or otherwise release any claims or Causes of Action related to such obligations.

To the fullest extent permissible under applicable law, except as otherwise provided in the I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents, on the Effective Date, none of the SPA Released Parties shall have or incur any liability to, or be subject to any right of action by, any Holder of a Claim against, or Equity Interest in, any of the Sellers or the Sellers' Group or any other party in interest, or any of their respective employees, representatives, financial advisors, attorneys or agents, acting in such capacity, or any of their successors and assigns, for any act or omission in connection with, related to or arising out of, the investigation, formulation, preparation, negotiation, execution, delivery, implementation or consummation of the transactions contemplated by the I Squared Infrastructure Sale Agreement, including, without limitation, the Transaction, the assumption or assumption and assignment of any Executory Contracts or Unexpired Leases, or any other contract, instrument, release, agreement, settlement or document created, modified, amended, terminated or entered into in connection with the I Squared Infrastructure Sale Agreement, or any other act or omission in connection with the foregoing; *provided*, that this paragraph and/or any other provisions of the Plan shall not relieve any SPA Released Party from any obligations under, or otherwise affect the terms and conditions of, I Squared Infrastructure Sale Agreement and/or the other I Squared Infrastructure Sale Transaction Documents or otherwise release any claims or Causes of Action related to such obligations.

(e) **Exculpation**

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AND WITHOUT LIMITING ANY RELEASE, INDEMNITY, EXCULPATION OR LIMITATION OF LIABILITY OTHERWISE SET FORTH IN THE PLAN OR IN ANY APPLICABLE LAW OR RULES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE CASH COLLATERAL ORDERS, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EXIT REVOLVING CREDIT FACILITY, THE NEW GTT TERM LOAN FACILITY, THE NOTEHOLDER WARRANTS, THE EQUITYHOLDER WARRANTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE EXIT REVOLVING CREDIT

[41] Capitalized terms in this section not otherwise defined in the Plan shall have the meanings ascribed to such terms in the I Squared Infrastructure Sale Agreement.

FACILITY, THE NEW GTT TERM LOAN FACILITY, THE NEW GTT FINANCING DOCUMENTATION, THE NOTEHOLDER WARRANTS, THE NOTEHOLDER WARRANT AGREEMENT, THE EQUITYHOLDER WARRANTS, THE EQUITYHOLDER WARRANT AGREEMENT, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF DEBT (INCLUDING THE EXIT REVOLVING CREDIT FACILITY AND THE NEW GTT TERM LOAN FACILITY) AND/OR SECURITIES (INCLUDING THE NEW EQUITY INTERESTS, THE NOTEHOLDER WARRANTS AND EQUITYHOLDER WARRANTS) PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT (INCLUDING THE NEW GTT FINANCING DOCUMENTATION AND OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.

(f) **Injunction**

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO SECTION 8.2 OF THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO SECTION 8.3 OF THE PLAN; (D) HAVE BEEN RELEASED PURSUANT TO SECTION 8.4 OF THE PLAN; (E) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTIONS 6.4 AND 8.5 OF THE PLAN; OR (F) ARE OTHERWISE RELEASED, SUBJECT TO EXCULPATION, DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR

AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED, EXCULPATED OR SETTLED PURSUANT TO THE PLAN.

6.23 Protection Against Discriminatory Treatment

In accordance with Bankruptcy Code section 525, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

6.24 Release of Liens

Except as otherwise specifically provided in the Plan, the New GTT Financing Documentation (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge or other security interest under the Exit Revolver Documentation or the New GTT Term Loan Documentation), or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors, the Administrative Agent or any other Holder of a Secured Claim. In addition, at the sole expense of the Debtors or Reorganized Debtors, the Administrative Agent shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors or administrative agents for the Exit Revolving Credit Facility or the New GTT Term Loan Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors and their designees to file UCC-3 termination statements and other release documentation (to the extent applicable) with respect thereto.

6.25 Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as non-contingent, or (b) the relevant Holder of a Claim has filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

6.26 Recoupment

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

6.27 Withholding Taxes

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all applicable tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including applying a portion of any Cash distribution to be made under the Plan to pay applicable withholding taxes, liquidating a portion of any non-Cash distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Distribution Agent believes are reasonable and appropriate, including requiring Claim Holders to submit appropriate tax and withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) and/or requiring Claim Holders to pay the withholding tax amount to the Distribution Agent in Cash as a condition of receiving any non-Cash distributions under the Plan and withholding distributions pending receipt of the foregoing information or Cash payment, as applicable; provided that, the Reorganized Debtors and the Distribution Agent, as applicable, shall request from and allow such distributees a reasonable amount of time to respond to requests for tax and withholding certifications and/or payment of any withholding tax amount in Cash.

ARTICLE VII

CERTAIN FACTORS TO BE CONSIDERED

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT.

ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

7.1 General

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. In considering whether to vote to accept or reject the Plan, Holders of Claims should read and carefully consider the factors set forth below, as well as all other information set forth or otherwise incorporated by reference in this Disclosure Statement.

7.2 Risks Relating to the Plan and Other Bankruptcy Law Considerations

(a) A Holder of a Claim or Interest May Object to, and the Bankruptcy Court May Disagree with, the Debtors' Classification of Claims and Interests

Bankruptcy Code section 1122 provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created nine (9) Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. However, a Holder of a Claim or Interest could challenge the Debtors' classification. In such an event, the cost of the Chapter 11 Cases and the time needed to confirm the Plan may increase, and there can be no assurance that the Bankruptcy Court will agree with the Debtors' classification. If the Bankruptcy Court concludes that the classifications of Claims and Interests under the Plan do not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan (subject to the terms of the Restructuring Support Agreement). Such modification could require re-solicitation of votes on the Plan. The Plan may not be confirmed if the Bankruptcy Court determines that the Debtors' classification of Claims and Interests is not appropriate.

(b) **<u>The Debtors May Not Be Able to Satisfy the Voting Requirements for Confirmation of the Plan</u>**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors may seek, as promptly as practicable thereafter, Confirmation. If the Plan does not receive the required support from Class 3 and Class 4, the Debtors may elect to amend the Plan, seek to sell their assets pursuant to Bankruptcy Code section 363, or proceed with liquidation. There can be no assurance that the terms of any such alternative chapter 11 plan or sale pursuant to Bankruptcy Code section 363 would be similar or as favorable to the Holders of Allowed Claims as the Plan.

(c) **<u>The Bankruptcy Court May Not Confirm the Plan or May Require the Debtors to Re-Solicit Votes with Respect to the Plan</u>**

The Debtors cannot assure you that the Plan will be confirmed by the Bankruptcy Court. Bankruptcy Code section 1129, which sets forth the requirements for confirmation of a plan of reorganization, requires, among other things, a finding by the Bankruptcy Court that the plan of reorganization is "feasible," that all claims and interests have been classified in compliance with the provisions of Bankruptcy Code section 1122, and that, under the plan of reorganization, each Holder of a claim or interest within each impaired class either accepts the plan of reorganization or receives or retains cash or property of a value, as of the date the plan of reorganization becomes effective, that is not less than the value such Holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. With respect to impaired classes of claims or interests that do not accept the plan, section 1129(b) requires that the plan be fair and equitable (including, without limitation, by satisfying the "absolute priority rule") and not discriminate unfairly with respect to such classes. There can be no assurance that the Bankruptcy Court will conclude that the feasibility test and other requirements of Bankruptcy Code section 1129 (including, without limitation, finding that the Plan satisfies the "new value" exception to the absolute priority rule, if applicable) have been met with respect to the Plan. If and when the Plan is filed, there can be no assurance that modifications to the Plan would not be required for Confirmation, or that such modifications would not require a re-solicitation of votes on the Plan.

The Bankruptcy Court could fail to approve this Disclosure Statement and determine that the votes in favor of the Plan should be disregarded. The Debtors would then be required to recommence the solicitation process, which could include re-filing a plan of reorganization and disclosure statement.

If the Plan is not confirmed, the Chapter 11 Cases may be converted into cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a chapter 7 liquidation would have on the recoveries of Holders of Claims and Interests and the Debtors' analysis thereof are set forth in the unaudited Liquidation Analysis, attached hereto as **<u>Exhibit D</u>**. The Debtors believe that liquidation under chapter 7 of the Bankruptcy Code would result in, among other things, smaller distributions being made to creditors and interest Holders than those provided for in the Plan because of:

- the potential absence of a market for the Debtors' assets on a going concern basis;
- additional administrative expenses involved in the appointment of a chapter 7 trustee; and
- additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation and from the rejection of Executory Contracts or Unexpired Leases in connection with a cessation of the Debtors' operations.

(d) **<u>Parties in Interest May Object to the Plan's Amount or Classification of Claims and Interests</u>**

Except as otherwise provided in the Plan, the Debtors and other parties in interest reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

(e) **Even if the Debtors Receive All Necessary Acceptances for the Plan to Become Effective, the Debtors May Fail to Meet All Conditions Precedent to Effectiveness of the Plan**

The Confirmation and Consummation of the Plan are subject to certain conditions that may or may not be satisfied. The Debtors cannot assure you that all requirements for Confirmation and effectiveness required under the Plan will be satisfied. If each condition precedent to Confirmation is not met or waived, the Plan will not be confirmed, and if each condition precedent to consummation is not met or waived, the Effective Date will not occur. In the event that the Plan is not confirmed or is not consummated, the Debtors may seek confirmation of an alternative plan of reorganization.

(f) **Contingencies May Affect Distributions to Holders of Allowed Claims and Interests**

The distributions available to Holders of Allowed Claims and Interests under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

(g) **The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate**

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b). Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable nonbankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest Holders entitled to vote; and
- the time prescribed for voting is not unreasonably short.

In addition, Bankruptcy Rule 3018(b) provides that a holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. Bankruptcy Code section 1126(b) provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable nonbankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such Holder of adequate information (as defined by Bankruptcy Code section 1125(a)). While the Debtors believe that the requirements of Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(h) **There is a Risk of Termination of the Restructuring Support Agreement**

To the extent that events giving rise to termination of the Restructuring Support Agreement occur, the Restructuring Support Agreement may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies, which could adversely affect the Debtors' ability to confirm and consummate the Plan. If the Plan is not consummated, there can be no assurance that the

Chapter 11 Cases would not be converted to chapter 7 liquidation cases or that any new chapter 11 plan would be as favorable to Holders of Claims and Existing GTT Equity Interests as the Plan.

(i) **The Bankruptcy Court May Dismiss Some or All of the Chapter 11 Cases**

Certain parties in interest may contest the Debtors' authority to commence and/or prosecute the Chapter 11 Cases. If, pursuant to any such proceeding, the Bankruptcy Court finds that some or all of the Debtors could not commence the Chapter 11 Cases for any reason, the Debtors may be unable to consummate the transactions contemplated by the Restructuring Support Agreement and the Plan. If some or all of the Chapter 11 Cases are dismissed, the Debtors may be forced to cease operations due to insufficient funding and/or liquidate their businesses in another forum to the detriment of all parties in interest.

(j) **The United States Trustee or Other Parties May Object to the Plan on Account of the Debtor Releases, Third-Party Releases, Exculpations, or Injunction Provisions**

Any party in interest, including the U.S. Trustee, could object to the Plan on the grounds that the (i) debtor release contained in Section 8.2 of the Plan is to be given without adequate consideration, (ii) third-party release contained in Section 8.3 of the Plan is not given consensually or in a permissible non-consensual manner, (iii) I Squared release contained in Section 8.4 of the Plan is to be given without adequate consideration; (iv) exculpation contained in Section 8.5 of the Plan cannot extend to non-estate fiduciaries, or (v) the injunction contained in Section 8.6 of the Plan is overly broad. In response to such an objection, the Bankruptcy Court could determine that any of these provisions are not valid under the Bankruptcy Code. If the Bankruptcy Court makes such a determination, the Plan could not be confirmed without modifying the Plan to alter or remove the applicable provision. This could result in substantial delay in Confirmation of the Plan, the Plan not being confirmed at all, or the loss of support for the Plan from the non-Debtor parties to the Restructuring Support Agreement.

(k) **The Debtors May Seek To Amend, Waive, Modify, or Withdraw the Plan at Any Time Prior to Confirmation**

The Debtors reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement, and consistent with the terms of the Plan, to amend the terms of the Plan and the Plan Supplement or waive any conditions thereto if and to the extent such amendments or waivers are consistent with the terms of the Restructuring Support Agreement and necessary or desirable to consummate the Plan. The potential impact of any such amendment or waiver on the Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All Holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (1) all classes of adversely affected creditors and interest Holders accept the modification in writing, or (2) the Bankruptcy Court determines, after notice to designated parties, that such modification was *de minimis* or purely technical or otherwise did not adversely change the treatment of Holders of accepting Claims and Interests or is otherwise permitted by the Bankruptcy Code.

(l) **The Plan May Have Material Adverse Effects on the Debtors' Operations**

The solicitation of acceptances of the Plan and commencement of the Chapter 11 Cases could adversely affect the relationships between the Debtors and their respective customers, employees, partners, and other parties. Such adverse effects could materially impair the Debtors' operations.

(m) **The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding Could Disrupt the Debtors' Businesses, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan**

Although the Plan is designed to minimize the length of the bankruptcy proceedings, it is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' businesses. There is a risk, due to uncertainty about the Debtors' futures that, among other things:

- customers could move to the Debtors' competitors;
- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and
- suppliers, vendors, or other business partners could terminate their relationships with the Debtors or demand financial assurances or enhanced performance, any of which could impair the Debtors' future prospects.

A lengthy bankruptcy proceeding would also involve additional expenses and divert the attention of management from the operation of the Debtors' businesses.

The disruption that the bankruptcy process would have on the Debtors' businesses could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while the Debtors try to develop a different plan of reorganization that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

(n) **Other Parties in Interest Might Be Permitted to Propose Alternative Plans of Reorganization That May Be Less Favorable to Certain of the Debtors' Constituencies Than the Plan**

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative plan of reorganization to the Plan. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit acceptances of a plan of reorganization for a period of a hundred twenty (120) days from the Petition Date. However, such exclusivity period can be reduced or terminated upon order of the Bankruptcy Court. If such an order were to be entered, parties in interest other than the Debtors would then have the opportunity to propose alternative plans of reorganization.

If another party in interest were to propose an alternative plan of reorganization following expiration or termination of the Debtors' exclusivity period, such a plan may be less favorable to existing Holders of Claims and Interests and may seek to exclude such Holders from retaining any equity under their proposed plan.

The Debtors consider maintaining relationships with their stakeholders, customers, and other partners as critical to maintaining the value of their enterprise following the Effective Date and have sought to treat those constituencies accordingly. However, proponents of alternative plans of reorganization may not share the Debtors' assessments and may seek to impair the Claims or Interests of such constituencies to a greater degree. If there were competing plans of reorganization, the Chapter 11 Cases likely would become longer, more complicated, more litigious, and much more expensive. If this were to occur, or if the Debtors' stakeholders or other constituencies important to the Debtors' business were to react adversely to an alternative plan of reorganization, the adverse consequences discussed in the foregoing sections also could occur.

(o) **The Debtors' Business May Be Negatively Affected if the Debtors Are Unable to Assume Their Executory Contracts and/or Unexpired Leases**

An executory contract is a contract on which performance remains due to some extent by both parties to the contract. The Plan provides for the assumption of all Executory Contracts and Unexpired Leases as of the Effective Date, subject to certain exceptions as set forth in Section 5.1 of the Plan. The Debtors intend to preserve as much of the benefit of their existing Executory Contracts and Unexpired Leases as possible. However, with respect to some limited classes of Executory Contracts and Unexpired Leases, including licenses with respect to patents or trademarks, the Debtors may need to obtain the consent of the counterparty to maintain the benefit of the contract. There is no guarantee that such consent either would be forthcoming or that conditions would not be attached to any such consent that makes assuming the contracts unattractive. The Debtors then would be required to either forego the benefits offered by such contracts or to find alternative arrangements to replace them.

(p) **Material Transactions Could Be Set Aside as Fraudulent Conveyances or Preferential Transfers**

Certain payments received by stakeholders prior to the bankruptcy filing could be challenged under applicable debtor/creditor or bankruptcy laws as either a "fraudulent conveyance" or a "preferential transfer." A fraudulent conveyance occurs when a transfer of a debtor's assets is made with the intent to defraud creditors or in exchange for consideration that does not represent reasonably equivalent value to the property transferred. A preferential transfer occurs upon a transfer of property of the debtor while the debtor is insolvent for the benefit of a creditor on account of an antecedent debt owed by the debtor that was made on or within ninety (90) days before the petition date or one year before the petition date, if the creditor, at the time of such transfer, was an insider. If any transfer were challenged in the Bankruptcy Court and found to have occurred with regard to any of the Debtors' material transactions, the Bankruptcy Court could order the recovery of all amounts received by the recipient of the transfer.

(q) **The Debtors May Be Unsuccessful in Obtaining First Day Orders To Permit Them to Pay Their Vendors or Continue Operating Their Businesses in the Ordinary Course of Business**

The Debtors have attempted to address potential concerns of their customers, vendors, and other key parties in interest that might arise from the filing of the Plan through a variety of provisions incorporated into or contemplated by the Plan, including the Debtors' intention to seek appropriate Bankruptcy Court orders to permit the Debtors to pay their prepetition and postpetition accounts payable to parties in interest in the ordinary course. However, there can be no guarantee that the Debtors will be successful in obtaining the necessary approvals of the Bankruptcy Court for such arrangements or for every party in interest the Debtors may seek to treat in this manner, and, as a result, the Debtors' businesses might suffer.

(r) **The Bankruptcy Court May Not Approve the Debtors' Use of Cash Collateral**

Upon commencing the Chapter 11 Cases, the Debtors will ask the Bankruptcy Court to authorize the Debtors to use cash collateral securing the 2018 Credit Facility Claims to fund the Chapter 11 Cases and to provide customary adequate protection to the Holders of 2018 Credit Facility Claims under the applicable prepetition debt documents, which requests will be in accordance with the terms of the Restructuring Support Agreement. Such access to cash collateral will provide liquidity during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve such use of cash collateral on the terms requested. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral. There is no assurance that the Debtors will be able to obtain an extension of the right to use cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

(s) **Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations**

The Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all Claims that arise prior to the Debtors' filing of their Petitions or before Confirmation of the Plan (i) would be subject to compromise and/or treatment under the Plan and/or (ii) would be discharged in accordance with the terms of the Plan. Any Claims not ultimately discharged through the Plan could be asserted against applicable Reorganized Debtors and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations on a post-reorganization basis.

7.3 Risks Relating to the Restructuring Transactions

(a) **The Debtors Will Be Subject to Business Uncertainties and Contractual Restrictions Prior to the Effective Date**

Uncertainty about the effects of the Plan on employees may have an adverse effect on the Debtors. These uncertainties may impair the Debtors' ability to retain and motivate key personnel and could cause customers and others that deal with the Debtors to defer entering into contracts with the Debtors or making other decisions concerning the Debtors or seek to change existing business relationships with the Debtors. In addition, the Debtors are highly dependent on the efforts and performance of their senior management team. If key employees depart because of, uncertainty about their future roles and potential complexities of the Restructuring Transactions, the Debtors' business, financial condition, liquidity, and results of operations could be adversely affected.

(b) **The Support of the RSA Parties Is Subject to the Terms of the Restructuring Support Agreement Which Is Subject to Termination in Certain Circumstances**

Pursuant to the Restructuring Support Agreement, the RSA Parties have agreed to support the restructuring transactions set forth in the Plan. Nevertheless, the Restructuring Support Agreement is subject to termination upon the occurrence of certain termination events. Accordingly, the Restructuring Support Agreement may be terminated after the date of this Disclosure Statement, and such a termination would present a material risk to Confirmation and/or Consummation of the Plan because the Plan may no longer have the support of the RSA Parties.

(c) **There Is Inherent Uncertainty in the Debtors' Financial Projections Such that the Reorganized Debtors May Not Be Able to Meet the Projections**

The Financial Projections attached hereto as **Exhibit E** includes projections covering the Debtors' operations for the fiscal years 2022 through 2025. These projections are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize. In addition, as announced on December 22, 2020, in connection with the Review, the Parent's Board of Directors concluded that the Parent's previously issued consolidated financial statements for the Non-Reliance Periods and related disclosures and communications should no longer be relied upon as a result of errors discovered related to the accounting for cost of telecommunications services, bad debt expense and credits to be issued to customers, and the Parent is in the process of restating such financial statements. The Parent's Board of Directors also determined that the disclosures related to such financial statements and related communications issued by or on behalf of the Parent with respect to the Non-Reliance Periods, including management's assessment of internal control over financial reporting and evaluation of disclosure controls and procedures, should no longer be relied upon. The Debtors are continuing to finalize their quantification of the impact of errors identified by the Review on financial results for the Non-Reliance Periods and the impact may be materially different than previously disclosed estimates. In addition, the restated financial statements for the Non-Reliance Periods will be needed to produce financial statements for periods after the Non-Reliance Periods. The Financial Projections were prepared without the benefit of the completion of the Review, the restated financial statements for the Non-Reliance Periods or financial statements for later periods, and accordingly, the Financial Projections are based on assumptions which may not be accurate.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Equity Interests and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur. Except with respect to the projections and except as otherwise specifically and expressly stated, the Financial Projections do not reflect any events that may occur subsequent to the date of this Disclosure Statement. Such events may have a material impact on the information contained in the Financial Projections. The Debtors do not intend to update the projections and therefore the projections will not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the projections.

Further, the Debtors appreciate the risk that these Chapter 11 Cases could have on financial results, as restructuring activities and expenses can impact a debtor's financial condition. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the Board of Directors may make after reevaluating the strategic direction of the Debtors and the business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation from the Financial Projections, and could result in materially different outcomes from those projected.

(d) **The Debtors Might Experience Difficulty in Continuing to Retain, Motivate, and Recruit Executives and Other Key Employees in Light of Uncertainty Regarding the Plan, and Failure to Do So Could Negatively Affect the Debtors' Businesses**

The Debtors' employees are key to a successful restructuring process, both before and after the Effective Date. As such, the Debtors' ability to retain, motivate, and recruit employees successfully are necessary to minimize any disruptions to the Debtors' business operations that can result from the restructuring. Specifically, employees might feel uncertainty about their future roles or incentives with the Company and both seek employment at a competitor company and lure other employees to follow suit. Additionally, the potential distractions of the restructuring may adversely affect the ability of the Debtors to retain, motivate, and recruit executives and other key employees and keep them focused on applicable strategies and goals. If any of this occurs, it will have a negative impact on the Debtors' business operations. Accordingly, the Debtors' employee recruitment, retention, and motivation efforts are critical to the success of these Chapter 11 Cases and their ability to operate on a go-forward basis.

(e) **The Debtors' Future Tax Liabilities Are Not Predictable or Controllable. The Debtors Could be Subject to Tax Audits, Tax Disputes and Changes in Law that Could Have an Adverse Effect on Their Results of Operations and Financial Condition**

The Debtors (and other entities comprising the Company) provide telecommunication and other services in multiple jurisdictions primarily across the United States and Europe and are, therefore, subject to multiple sets of complex and varying tax laws and rules. As a multinational business, the Debtors and their subsidiaries are subject to income taxes in the U.S. and various foreign jurisdictions. Significant judgment is required in determining the Debtors' global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. The income tax returns of the Debtors and their subsidiaries are routinely subject to audits by tax authorities. Although the Debtors regularly assess the likelihood of adverse outcomes resulting from these examinations to determine their tax estimates, a final determination of tax audits or tax disputes could have an adverse effect on their results of operations and financial condition.

The Debtors and their subsidiaries are also subject to non-income taxes, such as sales, use, franchise, property and goods and services taxes in the U.S. and various foreign jurisdictions. They are regularly under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities, which could have an adverse effect on the Debtors' results of operations and financial condition.

In addition, the future effective tax rates of the Debtors and their subsidiaries could be favorably or unfavorably affected by changes in tax rates, changes in the valuation of their deferred tax assets or liabilities, or changes in tax laws or their interpretation. While they believe that their current provisions for taxes are reasonable and appropriate, they cannot assure you that these items would be settled for the amounts accrued or that they will not identify additional exposures in the future. Such changes could have a material adverse impact on their financial results.

Holders of Allowed Claims should carefully review Article X of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors and Holders of certain Claims, including the potential adverse impact of certain proposed U.S. tax legislation currently being drafted and considered.

(f) **Failure to Implement the Restructuring Transactions and Confirm and Consummate the Plan Could Negatively Impact the Debtors**

If the Restructuring Transactions are not implemented, the Debtors may consider other restructuring alternatives available at that time, subject to the Restructuring Support Agreement, which may include the filing of an alternative chapter 11 plan, conversion to chapter 7, commencement of section 363 sales of the Debtors' assets, or any other transaction that would maximize value of the Debtors' estates. Any alternative restructuring proposal may be on terms less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described herein.

Any material delay in Confirmation of the Plan, or the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

Additionally, the Debtors ongoing business may be adversely affected if the Plan is not confirmed and consummated, which can have the following consequences, among others:

- operations might be impacted negatively from a failure to pursue other beneficial opportunities while the Debtors were focused on developing and implementing the restructuring transactions, in which the benefits thereof were not recognized;
- substantial costs might be incurred in connection with the restructuring, without realizing any of the anticipated benefits of the restructuring;
- the possibility that the Debtors will be unable to repay indebtedness when due and payable; and
- the Debtors might pursue a traditional chapter 11 or chapter 7 proceeding, resulting in recoveries for creditors and Interest Holders that are less than contemplated under the Plan or no recovery for such creditors and Holders.

(g) **Even if the Restructuring Transactions are Successfully Consummated, the Debtors Will Continue to Face Risks**

The Restructuring Transactions are generally designed to reduce the amount of the Debtors' cash interest expense and improve the Debtors' liquidity and financial and operational flexibility to generate long-term growth. Even if the Restructuring Transactions are implemented, the Debtors will continue to face a number of risks, including certain risks that are beyond the Debtors' control, such as changes in economic conditions, changes in the Debtors' industry, and changes in commodity prices. As a result of these risks and others, there is no guarantee that the Restructuring Transactions will achieve the Debtors' stated goals.

7.4 Risks Relating to the New Equity Interests and Warrants

(a) **The Debtors May Not Be Able to Achieve Their Projected Financial Results**

The Debtors may not be able to meet their Financial Projections or achieve the revenue or cash flow that the Debtors have assumed in projecting their future business prospects. If the Debtors do not achieve these projected revenue or cash flow levels, the Debtors may lack sufficient liquidity to continue operating as planned after emergence.

The Financial Projections represent management's view based on currently known facts and hypothetical assumptions about their future operations. However, they do not guarantee the Debtors' future financial performance.

(b) **The Plan Exchanges Senior Indebtedness for Junior Securities**

If the Plan is confirmed and consummated, certain Holders of 2018 Credit Facility Claims and Senior Notes Claims will receive New Equity Interests and Warrants. Thus, in agreeing to the Plan, certain of such Holders will be consenting to the exchange of their interests in senior debt, which has, among other things, a stated interest rate, a maturity date, and a liquidation preference over equity securities, for the New Equity Interests and Warrants, which will be subordinate to all future creditor claims.

(c) **A Liquid Trading Market for the New Equity Interests and Warrants May Not Develop**

The Debtors do not intend to list the New Equity Interests, Noteholder Warrants or Equityholder Warrants on any exchange and make no assurance that liquid trading markets for the New Equity Interests will develop. The liquidity of any market for the New Equity Interests, Noteholder Warrants or Equityholder Warrants will depend, among other things, upon the number of Holders of New Equity Interests, Noteholder Warrants or Equityholder Warrants, respectively, the Reorganized Debtors' financial performance, and the market for similar Securities, none of which can be determined or predicted. Therefore, the Debtors cannot assure that an active trading market will develop or, if a market develops, what the liquidity or pricing characteristics of that market will be.

(d) **The Debtors May Be Controlled by Significant Holders**

If the Plan is confirmed and consummated, Holders of Allowed 2018 Credit Facility Claims and Allowed Senior Notes Claims will receive the New Equity Interests. The Holders of Allowed 2018 Credit Facility Claims and Allowed Senior Notes Claims will own approximately 88% and 12% of the New Equity Interests (assuming no participation in the Rights Offering with respect to the Noteholder New Common Equity Investment), respectively, in each case, subject to dilution on account of the Management Incentive Plan and the New Equity Interests issuable upon exercise of the Noteholder Warrants and/or the Equityholder Warrants. If Holders of a significant portion of the New Equity Interests were to act as a group, such Holders would be in a position to control the outcome of actions requiring shareholder approval.

(e) **The New Equity Interests are Subject to Dilution**

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from equity issued in connection with the Management Incentive Plan and the conversion of any other options, warrants (including the Warrants), convertible securities, exercisable securities, or other securities that may be issued post-emergence.

(f) **The Warrants May Not Become Exercisable Prior to Expiration**

There can be no assurance that the total enterprise value of the Reorganized Debtors will ever reach the thresholds at which the Warrants become exercisable prior to the expiration of the Warrants.

(g) **Certain Holders of New Equity Interests and Warrants May be Restricted in Their Ability to Transfer or Sell Their Securities.**

To the extent that the New Equity Interests and Warrants are issued under the Plan pursuant to Bankruptcy Code section 1145(a) (and not in connection with any third-party sale transactions), such Securities may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in Bankruptcy Code section 1145(b)(1)) with respect to such securities. Resale by Persons who receive New Equity Interests and Warrants pursuant to the Plan that are deemed to be "underwriters" would not be exempted by Bankruptcy Code section 1145 from registration under the Securities Act or other applicable law. Such Persons would only be permitted to sell such securities without registration if they are able to comply with the provisions of Rule 144 under the Securities Act applicable to control securities or another applicable exemption.

In addition, the New Equity Interests and the Warrants (and any New Equity Interests issued upon exercise of the Warrants) will be subject to customary provisions prohibiting transfers that would result in the Company being required to become a public reporting company with the SEC and restricting transfers to competitors without the prior written consent of the New Board.

(h) **The Debtors' Financial Projections are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based**

The Debtors' Financial Projections are based on numerous assumptions including: timely Confirmation and Consummation pursuant to the terms of the Plan; the anticipated future performance of the Debtors; industry performance; general business and economic conditions; and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize. In addition, unanticipated events and circumstances occurring subsequent to the date of this Disclosure Statement or subsequent to the date that the Disclosure Statement is approved by the Bankruptcy Court may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the ability of the Debtors to make payments with respect to indebtedness following consummation. Because the actual results achieved throughout the periods covered by the projections may vary from the projected results, the projections should not be relied upon as an assurance of the actual results that will occur. Except with respect to the projections and except as otherwise specifically and expressly stated, the Disclosure Statement does not reflect any events that may occur subsequent to the date of the Disclosure Statement. Such events may have a material impact on the information contained in the Disclosure Statement. The Debtors do not intend to update the projections and therefore the projections will not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the projections.

In addition, as announced on December 22, 2020, in connection with the Review, the Parent's Board of Directors concluded that the Parent's previously issued financial statements for the Non-Reliance Periods and related disclosures and communications should no longer be relied upon as a result of errors discovered related to the accounting for cost of telecommunications services, bad debt expense and credits to be issued to customers. The Parent's Board of Directors also determined that the disclosures related to such financial statements and related communications issued by or on behalf of the Parent with respect to the Non-Reliance Periods, including management's assessment of internal control over financial reporting and evaluation of disclosure controls and procedures, should no longer be relied upon. Historical financial information in this Disclosure Statement is based on the Parent's previously reported results, and the findings of the Debtors' ongoing Review may have a significant impact on certain of the financial measures included in this Disclosure Statement. The Debtors are continuing to finalize their quantification of the impact of errors identified by the Review on financial results for the Non-Reliance Periods and the impact may be materially different than previously disclosed estimates. This Disclosure Statement includes preliminary financial information that reflects the Debtors' management's estimates based solely on information available as of the date this Disclosure Statement was prepared. The preliminary financial information presented herein is not a comprehensive statement of the Debtors' financial results for the periods presented. In addition, the preliminary financial information presented herein has not been audited, reviewed or compiled by the Debtors' independent registered public accounting firm. The preliminary financial information presented herein is subject to the completion of the Debtors' ongoing Review and financial closing procedures. The Debtors' actual results for the three months ended June 30, 2020 and September 30, 2020, the year ended December 31, 2020, the three months ended March 31, 2021 and the three months ended June 30, 2021 are not available and may differ materially from the preliminary financial information included herein. Therefore, you should not place undue reliance upon this preliminary financial information. There can be no assurance that these estimates will be realized, and these estimates are subject to risks and uncertainties, many of which are not within the Debtors' control.

7.5 Risks Relating to the Debtors' Business and Operations

(a) **The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases**

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (i) the ability to develop, confirm, and consummate the restructuring transactions specified in the Plan or an alternative restructuring transaction; (ii) the ability to obtain court approval with respect to motions filed in the Chapter 11 Cases from time to time; (iii) the ability to maintain relationships with suppliers, service providers, customers, employees, and other third parties; (iv) the ability to maintain contracts that are critical to the Debtors' operations; (v) the ability of third parties to seek and obtain court approval to terminate contracts and other agreements with the Debtors; (vi) the ability of third parties to seek and obtain court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 cases; and (vii) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

(b) **The Debtors May Not Be Able To Implement the Business Plan**

The Debtors may not achieve their business plan and financial restructuring strategy. In such event, the Reorganized Debtors may be unable to restructure their funded debt or be forced to sell all or parts of their business, develop and implement further restructuring plans not contemplated in this Disclosure Statement, or become subject to further insolvency proceedings.

(c) **The Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness**

The Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Debtors' control. The Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, borrowings in connection with emergence.

(d) **Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses**

While the Restructuring Support Agreement contemplates the confirmation of the Plan within the first 75 days of the Petition Date, the Debtors will still need to meet certain regulatory approvals prior to emergence. The Debtors' future results will be dependent upon the timely and successful confirmation and implementation of a plan of reorganization. If a restructuring is protracted, it could adversely affect the Debtors' operating results, including their relationships with advertising customers, business partners, and employees. The longer the Chapter 11 Cases continue, the more likely it is that the Debtors' customers will lose confidence in the Debtors' ability to reorganize their businesses successfully and seek to establish alternative commercial relationships. If the Debtors experience a protracted reorganization, there is a significant risk that the value of the enterprise would be substantially eroded to the detriment of all stakeholders. So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases.

(e) **The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising out of the Chapter 11 Cases**

In the future, the Reorganized Debtors may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to, or the final resolution of such litigation. The effect of any such litigation on the Reorganized Debtors' businesses and financial stability, however, could be material.

(f) **The Debtors May Not Be Able to Accurately Report Their Financial Results**

The Audit Committee has concluded that the Debtors' previously issued consolidated financial statements for the Non-Reliance Periods and related communications issued by or on behalf of the Debtors with respect to these periods, including management's assessment of internal control over financial reporting and evaluation of disclosure controls and procedures, should no longer be relied upon. The Debtors also expect to report material weaknesses in internal controls over financial reporting and report that its disclosure controls and procedures were ineffective.

The preliminary financial information presented herein is subject to the completion of the Debtors' ongoing Review and financial closing procedures. The Debtors' actual results for the three months ended June 30, 2020 and September 30, 2020, the year ended December 31, 2020, the three months ended March 31, 2021 and the three months ended June 30, 2021 are not available and may differ materially from the preliminary financial information included herein. Therefore, you should not place undue reliance upon this preliminary financial information. There can be no assurance that these estimates will be realized, and these estimates are subject to risks and uncertainties, many of which are not within Debtors' control.

While the Debtors have been establishing new internal controls over financial reporting, internal controls over financial reporting may not prevent or detect misstatements or omissions in the Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If the Debtors fail to maintain the adequacy of their internal controls, the Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required for the Debtors' financial reporting. Any such difficulties or failure could materially adversely affect the Debtors' business, results of operations, and financial condition. Further, the Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

(g) **An outbreak of disease or similar public health threat, such as the recent COVID-19 pandemic, could have a material adverse impact on the Debtors**

An outbreak of disease or similar public health threat, such as the recent COVID-19 pandemic and its detrimental impact on the worldwide economy, could have a material adverse impact on the Debtors' operating results and financial condition. COVID-19 poses the risk that the Debtors or their employees, contractors, suppliers, customers and other business partners may be prevented from conducting business activities at expected levels through established processes for an indefinite period of time. Future events regarding the pandemic, which are unpredictable and beyond the Debtors' control, will likely continue impacting the Debtors' operations and results by its effects on demand for the Debtors' products and services and network usage, on the Debtors' customers' ability to continue to pay us in a timely manner, on other third parties the Debtors rely on, on the Debtors' workforce, on the Debtors' performance under the Debtors' contracts, and on the Debtors' supply chains or distribution channels for the Debtors' products and services. If the pandemic intensifies or economic conditions further deteriorate, the pandemic's adverse impact on the Debtors could become pronounced in the future and could have a material adverse impact on the Debtors' operating results and financial condition. These precautionary measures to safeguard the Debtors' employees and customers could make it more difficult to (i) timely and efficiently furnish products and services to the Debtors' customers, (ii) devote sufficient resources to the Debtors' ongoing network and product simplification projects, (iii) efficiently monitor and maintain the Debtors' network, (iv) maintain effective internal controls, (v) mitigate information technology or cybersecurity related risks, and (vi) otherwise operate and administer the Debtors' affairs. As such, these measures ultimately could have a material adverse impact on the Debtors' operating results and financial condition.

(h) **The Debtors' Business Could Suffer Delays and Problems Due to the Actions of Network Providers on Whom They Are Partially Dependent**

Most of the Debtors' clients are connected to their network by means of communications lines that are provided as services by local telephone companies and others. They may experience problems with the installation, maintenance, and pricing of these lines and other communications links, which could adversely affect their results of operations and their plans to add additional clients to their network using such services. They attempt to mitigate this risk by using many different providers so that they have alternatives for linking a client to their network. Competition among the providers tends to improve installation intervals, maintenance, and pricing.

(i) **The Debtors' Network May Be the Target of Potential Cyber-Attacks and Other Security Breaches That Could Have Significant Negative Consequences**

The Debtors' business depends on their ability to limit and mitigate interruptions or degradation to their network availability. Their network, including their routers, may be vulnerable to unauthorized access, computer viruses, cyber-attacks, DDoS, and other security breaches. Cyber-attacks have increased in frequency, scope, and potential harm in recent years. An attack on or security breach of their network could result in interruption or cessation of services, their inability to meet their service level commitments, and potentially compromise client data transmitted over their network. If cyber-thieves gain improper access to their network, they may be able to access, steal, publish, delete, misappropriate, or modify confidential client data, and additional harm to clients could be perpetrated by third parties who are given access to such confidential client data. They cannot guarantee that their security measures will not be circumvented, thereby resulting in compromised client data or network failures or interruptions that could impact their network availability and have a material adverse effect on their business, financial condition, and operational results. They may be required to expend significant resources to protect against such threats, and may experience litigation, a reduction in revenues, and a diminution in goodwill, caused by a breach. Although their client contracts limit their liability, affected clients and third parties may seek to recover damages from them under various legal theories.

(j) **The Debtors May Have Difficulty and Experience Disruptions as They Add Features and Upgrade Their Network**

The Debtors are constantly upgrading their network and implementing new features and services. This process involves reconfiguring their network and making changes to their operating systems. In doing so they may experience disruptions that affect their clients, their revenue, and their ability to grow. They may require additional resources to accomplish this work in a timely manner. That could cause them to incur unexpected expenses or delay portions of this effort to the detriment of their ability to provide service to their clients.

(k) **The Debtors May Make Purchase Commitments to Vendors for Longer Terms or In Excess of the Volumes Committed by Their Underlying Clients, or They May Occasionally Have Certain Sales Commitments to Clients That Extend Beyond Their Commitments from Their Underlying Suppliers**

The Debtors attempt to match their purchase of network capacity from their suppliers and service commitments from their clients. However, from time to time, they may contract for obligations to their suppliers that exceed the duration of the related client contracts or that are for capacity in excess of the amount for which they have client commitments. This could arise:

- based upon the terms and conditions available from their suppliers;
- from an expectation that they will be able to utilize the excess capacity;
- as a result of a breach of a client's commitment to us; and
- to support fixed elements of their network.

Under any of these circumstances, they may incur the cost of the network capacity from their supplier without having corresponding revenue from clients, which could result in a material and adverse impact on their operating results.

Conversely, from time to time, their client may contract for services that extend beyond the duration of the underlying vendor commitment. This may cause them to seek a renewal of services for a shorter period than they typically seek, or a shortened service period at higher prices. Their financial results could be adversely affected if they are unable to purchase extended service from a supplier at a cost sufficiently low to maintain margins for the remaining term of their commitment to a client. While they have not historically encountered material price increases from suppliers with respect to continuation or renewal of services after expiration of initial contract terms, they cannot be certain that they would be able to obtain similar terms and conditions from suppliers going forward.

(l) **Service Level Commitments Provided to the Debtors' Customers Could Require the Debtors to Issue Credits for Future Services if the Stated Service Levels Are Not Met, Which Could Significantly Decrease the Debtors' Revenue and Harm Their Reputation**

The Debtors' customer agreements require the Debtors to maintain certain service level commitments relating primarily to service availability and performance metrics. If the Debtors are unable to meet the stated service level commitments, they may be contractually obligated to provide these customers with credits, refunds, or termination rights. A failure to deliver services for a relatively short duration could therefore cause the Debtors to issue such credits to a large number of affected customers. In addition, the Debtors cannot be assured that their customers will accept these credits alone in lieu of legal or other remedies that may be available to them through negotiation. The Debtors' failure to meet their commitments could also result in substantial customer dissatisfaction or loss. Because of the loss of future revenue through these credits, potential customer loss and other potential liabilities, the Debtors' revenue could be significantly impacted if they cannot meet their service level commitments to their customers.

(m) **The Debtors' Connections to the Internet Require Them to Establish and Maintain Peering Relationships with Other Providers, Which They May Not Be Able to Maintain**

The Internet is composed of various network providers who operate their own networks that interconnect at public and private interconnection points. Their network is one such network. In order to obtain Internet connectivity for their network, they must establish and maintain relationships with other providers, including many providers that are clients, and incur the necessary capital costs to locate their equipment and connect their network at these various interconnection points.

By entering into what are known as settlement-free peering arrangements, providers agree to exchange traffic between their respective networks without charging each other. Their ability to avoid the higher costs of acquiring paid dedicated network capacity (transit or paid peering) and to maintain high network performance is dependent upon their ability to establish and maintain peering relationships and to increase the capacity of these peering connections. The terms and conditions of their peering relationships may also be subject to adverse changes, which they may not be able to control. If they are not able to maintain or increase their peering relationships in all of their markets on favorable terms, they may not be able to provide their clients with high performance or affordable or reliable services, which could cause them to lose existing and potential clients, damage their reputation, and have a material adverse effect on their business.

(n) **The Debtors' Core Network Infrastructure Equipment is Provided by a Concentrated Number of Vendors**

The Debtors purchase the majority of the routers and transmission equipment used in their core IP network from a concentrated number of vendors. If these vendors fail to provide equipment on a timely basis or fail to meet their performance expectations, including in the event that these vendors fail to enhance, maintain, upgrade, or improve their products, hardware, or software they purchase from them when and how they need, they may be delayed or unable to provide services as and when requested by their clients. Any disruption could increase their costs, decrease their operating efficiencies, and have an adverse effect on their business, results of operations, and financial condition.

These vendors may also be subject to litigation with respect to the technology on which the Debtors depend, including litigation involving claims of patent infringement. Such claims have been growing rapidly in the communications industry. Regardless of the merit of these claims, they can result in the diversion of technical and management personnel, or require the Debtor to obtain non-infringing technology or enter into license agreements for the technology on which the Debtors depend. There can be no assurance that such non-infringing technology or licenses will be available on acceptable terms and conditions, if at all.

(o) **<u>If the Information Systems That the Debtors Depend on to Support Their Clients, Network Operations, Sales, Billing, and Financial Reporting Do Not Perform as Expected, Their Operations and Their Financial Results May Be Adversely Affected</u>**

The Debtors rely on complex information systems to operate their network and support their other business functions. Their ability to track sales leads, close sales opportunities, provision services, bill their clients for their services, and prepare their financial statements depends upon the effective integration of their various information systems. If their information systems, individually or collectively, fail or do not perform as expected, their ability to process and provision orders, to make timely payments to vendors, to ensure that they collect amounts owed to them, and to prepare their financial statements would be adversely affected. Such failures or delays could result in increased capital expenditures, client and vendor dissatisfaction, loss of business or the inability to add new clients or additional services, and the inability to prepare accurate and timely financial statements, all of which would adversely affect their business and results of operations.

(p) **<u>The Debtors' Business Depends on Agreements with Carrier Neutral Data Center Operators, Which the Debtors Could Fail to Obtain or Maintain</u>**

The Debtors' business depends upon access to clients in carrier neutral data centers, which are facilities in which many large users of the Internet house the computer servers that deliver content and applications to users by means of the Internet and provide access to multiple Internet access networks. Most carrier neutral data centers allow any carrier to operate within the facility (for a standard fee). The Debtors expect to enter into additional agreements with carrier neutral data center operators as part of their growth plan. Current government regulations do not require carrier neutral data center operators to allow all carriers access on terms that are reasonable or nondiscriminatory. The Debtors have been successful in obtaining agreements with these operators in the past and have generally found that the operators want to have the Debtors located in their facilities because the Debtors offer low-cost, high-capacity Internet service to their clients. Any deterioration in the Debtors existing relationships with these operators could harm their sales and marketing efforts and could substantially reduce their potential client base.

(q) **<u>The Debtors May Be Liable for the Material That Content Providers Distribute Over the Debtors' Network</u>**

Although the Debtors believe their liability for third-party information stored on or transmitted through their networks is limited, the liability of private network operators is impacted both by changing technology and evolving legal principles. As a private network provider, they could be exposed to legal claims relating to third-party content stored or transmitted on their networks. Such claims could involve, among others, allegations of defamation, invasion of privacy, copyright infringement, or aiding and abetting restricted activities such as online gambling or pornography. If they decide to implement additional measures to reduce their exposure to these risks or if they are required to defend ourselves against these kinds of claims, their operating results and financial condition could be negatively affected.

(r) **<u>The Debtors' Revenue Is Relatively Concentrated Among a Small Number of Clients, and the Loss of Any of These Clients Could Significantly Harm Their Business, Financial Condition, Results of Operations, and Cash Flows</u>**

The Debtors currently depend, and expect to continue to depend, upon a relatively small number of clients for a significant percentage of their revenue. Many of these clients are also competitors for some or all of their service offerings. Their client contracts typically have terms of one to three years. Their clients may elect not to renew these contracts. Furthermore, their client contracts are terminable for cause if they breach a material provision of the contract. They may face increased competition and pricing pressure as their client contracts become subject to renewal. Their clients may negotiate renewal of their contracts at lower rates, for fewer services, or for shorter terms.

Many of their clients are in the telecommunications industry, which is undergoing consolidation. To the extent that two or more of their clients combine, they may be able to use their greater size to negotiate lower prices from them and may purchase fewer services from them, especially if their networks overlap. If they are unable to successfully renew their client contracts on commercially acceptable terms, or if their client contracts are terminated, their business could suffer.

The Debtors are also subject to credit risk associated with the concentration of their accounts receivable from their key clients. If one or more of these clients were to become bankrupt, insolvent, or otherwise were unable to pay for the services provided by the Debtors, the Debtors may incur significant write-offs of accounts receivable or incur impairment charges.

(s) **The Debtors Are Highly Dependent on Their Management Team and Other Key Employees**

The Debtors expect that their continued success will largely depend upon the efforts and abilities of members of their management team and other key employees. Their success also depends upon their ability to identify, attract, develop, and retain qualified employees. If they lose members of their management team or other key employees, or if they are unable to recruit qualified employees in the future, it would likely have a material adverse effect on their business and their cash flows.

(t) **The International Operations of the Debtors' Business Expose Them to Risks That Could Materially and Adversely Affect the Business**

The Debtors and the other entities comprising the Company have operations and investments outside of the United States, as well as rights to subsea cable capacity extending to other countries, that expose them to risks inherent in international operations. These include:

- general economic, social, and political conditions;
- the difficulty of enforcing agreements and collecting receivables through certain foreign legal systems;
- tax rates in some foreign countries may exceed those in the United States;
- foreign currency exchange rates may fluctuate, which could adversely affect their results of operations and the value of their international assets and investments;
- foreign earnings may be subject to withholding requirements or the imposition of tariffs, ex-change controls, or other restrictions;
- difficulties and costs of compliance with foreign laws and regulations that impose restrictions on their investments and operations, with penalties for noncompliance, including loss of licenses and monetary fines;
- difficulties in obtaining licenses or interconnection arrangements on acceptable terms, if at all; and
- changes in U.S. laws and regulations relating to foreign trade and investment.

In addition, on June 23, 2016, the citizens of the United Kingdom voted to leave the European Union ("Brexit"). In March 2017, the British government formally triggered a negotiation process to leave the European Union. On January 31, 2020, the United Kingdom officially withdrew from the European Union, beginning a transition period during which the British government will negotiate agreements with the European Union and other governments regarding various matters, including trade and immigration. The consequences for the economies of the European Union and the United Kingdom are unknown and unpredictable, and could lead to economic and legal uncertainty, including significant volatility in global stock markets and currency exchange rates, and increasingly divergent laws, regulations and licensing requirements applicable to them as the United Kingdom determines which European Union laws to replace or replicate. The Debtors' operations in the United Kingdom and Europe, as well as their North American operations, could be impacted by the global economic uncertainty caused by Brexit. If they are unable to manage any of these risks effectively, their business could be adversely affected.

(u) **Some of the Debtors' Client Agreements Contain Service Level Obligations That Could Subject Them to Liability or the Loss of Revenue**

Some of the Debtors' contracts with clients contain service level guarantees (including network availability) and service delivery date targets, which, if not met, enable clients to claim credits and, under certain conditions, terminate their agreements. The Debtors' failure to meet their service level guarantees could adversely affect their business, financial condition, and results of operations. While the Debtors typically have carve-outs for force majeure events, many events, such as fiber cuts, equipment failure, and third-party vendors being unable to meet their underlying commitments with the Debtors, could impact the Debtors' ability to meet the Debtors' service level agreements, which could adversely affect the Debtors' financial condition and operations.

(v) **The Debtors' International Operations Expose Them to Currency Risk**

The Debtors (and other entities comprising the Company) conduct a portion of their business using foreign currencies, predominately the British Pound Sterling and the Euro. Fluctuation of the U.S. Dollar could adversely affect their consolidated revenue. Since they tend to incur costs in the same currency in which those operations realize revenue, the effect on operating income and operating cash flow is largely mitigated. However, a large portion of their financing cash flow is denominated in U.S. Dollars, and if the U.S. Dollar fluctuates significantly, future revenues, operating income, and operating cash flows could be adversely affected.

(w) **If the Debtors Do Not Comply with Laws Regarding Corruption and Bribery, They May Become Subject to Monetary or Criminal Penalties**

The United States Foreign Corrupt Practices Act generally prohibits companies and their intermediaries from bribing foreign officials for the purpose of obtaining or keeping business. The Debtors are subject to similar laws in other countries. They currently take precautions to comply with these laws. However, these precautions may not protect the Debtor against liability, particularly as a result of actions that may be taken in the future by agents and other intermediaries through whom they have exposure under these laws even though they may have limited or no ability to control such persons. Their competitors include foreign entities that are not subject to the United States Foreign Corrupt Practices Act or laws of similar stringency, and hence they may be at a competitive disadvantage.

7.6 Risks Relating to the Debtors' Industry

(a) **Consolidation Among Companies in the Telecommunications Industry Could Further Strengthen the Debtors' Competitors and Adversely Impact the Debtors' Business**

The telecommunications industry is very competitive and continues to undergo significant consolidation. There are many reasons for consolidation in the Debtors' industry, including the desire for companies to acquire clients or assets in regions where they currently have no or insufficient presence. The consolidation within the industry may cause clients to disconnect services, to move them to their own networks, or to consolidate buying with other providers. Additionally, consolidation in the industry could further strengthen the Debtors' competitors, give them greater financial resources and geographic reach, and allow them to put additional pressure on prices for the Debtors' services. Furthermore, consolidation can reduce the number of suppliers available to contract with, resulting in decreased flexibility and cost savings opportunity.

(b) **The Sector in Which the Debtors Operate Is Highly Competitive, and They May Not Be Able to Compete Effectively**

The Debtors face significant competition from incumbent carriers, Internet service providers, and facilities-based network operators. Relative to them, many of these providers have significantly greater financial, technological, and personnel resources, more well-established brand names, superior marketing capabilities, greater network reach, larger client bases, and more diverse strategic plans and service offerings. Most of these competitors are also the

Debtors' clients and suppliers. Intense competition from these traditional and new communications companies has led to declining prices and margins for many communications services, and the Debtors expect this trend to continue as competition intensifies in the future. Their competitors may also introduce new technologies or services that could make their services less attractive to potential clients. Their total addressable market is flat to declining largely driven by SD-WAN and other cheaper networking infrastructure.

(c) **Certain of the Debtors Services Are Subject to Regulation That Could Change or Otherwise Impact Them In an Adverse Manner**

Communications services are subject to domestic and international regulation at the federal, state, and local levels. These regulations affect the Debtors' business and their existing and potential competitors. In the United States, both the Federal Communications Commission ("FCC") and the state public utility commissions ("PUCs") or similar regulatory authorities typically require the Debtors to file periodic reports, to pay various regulatory fees and assessments, and to comply with their regulations. Such compliance can be costly and burdensome and may affect the way the Debtors conduct their business. Delays in receiving required regulatory approvals (including approvals relating to acquisitions or financing activities or for interconnection agreements with other carriers), the enactment of new and adverse international or domestic legislation or regulations (including those pertaining to broadband initiatives and net-neutrality), or the denial, modification, or termination by a regulator of any approval or authorization, could have a material adverse effect on the Debtors' business.

The Debtors' communications services and communications networks in Europe and elsewhere are also subject to regulatory oversight by national communications regulators, such as the United Kingdom's Office of Communications ("Ofcom"). In addition, in April 2016, the European Commission adopted the General Data Protection Regulation ("GDPR"), which went into effect in May 2018. GDPR extends the scope of European privacy laws to any entity which processes personal data about European Union residents in connection with the offer of goods or services or the monitoring of behavior. GDPR imposes numerous new requirements for the collection, use and disclosure of personal information, including: more stringent requirements relating to data subject consent; what information must be shared with data subjects regarding how their personal information is used; the obligation to notify regulators and affected individuals of personal data breaches; extensive new internal privacy governance obligations; and obligations to honor expanded rights of individuals in relation to their personal information (e.g., the right to access, correct and delete their data). Complying with GDPR and other emerging and changing privacy requirements may cause the Debtors to incur substantial costs or require them to change their business practices. Noncompliance could result in penalties or significant legal liability, and could affect their ability to retain and attract clients.

Local governments also exercise legal authority that may have an adverse effect on the Debtors' business because of the Debtors' need to obtain rights-of-way for certain portions of their network. While local governments may not prohibit persons from providing telecommunications services nor treat telecommunications service providers in a discriminatory manner, they can affect the timing and costs associated with the Debtors' use of public rights-of-way. Further, the current regulatory landscape is subject to change through judicial review of current legislation and rulemaking by the FCC, Ofcom, and other domestic, foreign, and international rulemaking bodies. These rulemaking bodies regularly consider changes to their regulatory framework and fee obligations. Changes in current regulation may make it more difficult to obtain the approvals necessary to operate the Debtors' business, significantly increase the regulatory fees to which they are subject, or have other adverse effects on their future operations in the United States and Europe.

(d) **The Debtors Are Subject to Various Forms of Regulation from the Federal Communications Commission and State Regulatory Commissions in the States in Which They Operate, Which Limit Their Pricing Flexibility and Cost Structure for Regulated Voice and High-Speed Internet Products**

As of December 31, 2020, the Debtors had operating authority from each of the 48 states and the District of Columbia in which they conducted operations, and they are subject to various forms of regulation from the regulatory commissions in each of these areas as well as from the FCC. The FCC has primary jurisdiction over interstate services including the rates that the Debtors pay other telecommunications companies to use their network and other issues related to interstate service. Future revenues, costs, and capital investment in their acquired businesses could be adversely affected by material changes to or decisions regarding the applicability of government requirements.

Federal and state communications laws and regulations may be amended in the future, and other laws and regulations may affect the Debtors' business. In addition, certain laws and regulations applicable to the Debtors' and their competitors may be, and have been, challenged in the courts and could be changed at any time. The Debtors' cannot predict future developments or changes to the regulatory environment or the impact such developments or changes would have. In addition, these regulations could create significant compliance costs for the Debtors.

(e) **The Debtors' Growth and Financial Health Are Subject to a Number of Economic Risks**

A downturn in the world economy, especially the economies of North America and Europe, would negatively impact the Debtors' growth. They would be particularly impacted by a decline in the development of new applications and businesses that make use of the Internet, which depend on numerous factors beyond their control. Their revenue growth is predicated on growing use of the Internet that makes up for the declining prices of Internet service. An economic downturn could impact the Internet business more significantly than other businesses that are less dependent on new applications and growth in the use of those applications because of the retrenchment by consumers and businesses that typically occur in an economic downturn.

(f) **Unfavorable General Global Economic Conditions Could Negatively Impact the Debtors' Operating Results and Financial Condition**

Unfavorable general global economic conditions could negatively affect the Debtors' business. Although it is difficult to predict the impact of general economic conditions on their business, these conditions could adversely affect the affordability of, and client demand for, their services, and could cause clients to delay or forgo purchases of their services. One or more of these circumstances could cause their revenue to decline. Also, their clients may not be able to obtain adequate access to credit, which could affect their ability to purchase their services or make timely payments to them. The current economic conditions, including federal fiscal and monetary policy actions, may lead to inflationary conditions in their cost base, particularly in their lease and personnel related expenses. This could harm their margins and profitability if they are unable to increase prices or reduce costs sufficiently to offset the effects of inflation in their cost base. For these reasons, among others, if challenging economic conditions persist or worsen, their operating results and financial condition could be adversely affected.

(g) **Terrorist Activity Throughout the World, Military Action to Counter Terrorism, or Natural Disasters Could Adversely Impact the Debtors' Business**

The continued threat of terrorist activity and other acts of war or hostility have had, and may continue to have, an adverse effect on business, financial, and general economic conditions internationally. Effects from these events and any future terrorist activity, including cyber terrorism, may, in turn, increase their costs due to the need to provide enhanced security, which would adversely affect their business and results of operations. These circumstances may also damage or destroy their Internet infrastructure and may adversely affect their ability to attract and retain clients, their ability to raise capital and the operation and maintenance of their network access points. They are also susceptible to other catastrophic events such as major natural disasters, extreme weather, fire, or similar events that could affect their headquarters, other offices, their network, infrastructure or equipment, which could adversely affect their business.

7.7 Risks Relating to Regulatory Approvals for the Restructuring Transactions

The Debtors can provide no assurance that the required regulatory and government consents will be obtained in connection with the Restructuring Transactions. In addition, even if all required regulatory and other governmental consents are obtained and the closing conditions are satisfied, no assurance can be given as to the terms, conditions, and timing of the approvals or clearances.

(a) **There Will Be FCC Approval Requirements in Connection with Emergence from Chapter 11**

The consent of the FCC is required for the transfer of control of an entity that holds or controls any domestic or international authorization issued pursuant to Section 214 of the Communications Act of 1934, as amended ("Section 214 Authorization") or the assignment of such Section 214 Authorization. Except in the case of "involuntary" assignments and transfers of control, prior consent of the FCC is required before an assignment of a Section 214 Authorization or a transfer of control of the holder of an FCC Section 214 Authorization (a "Licensee") may be consummated.

Upon the commencement of the Chapter 11 Cases, the Debtors, several of which either are Licensees or control Licensees, will change to debtor in possession status. The FCC considers this change in status to be an "involuntary" assignment, requiring that the Company and the applicable Debtors file notifications with the FCC within 30 days of the Petition Date.

The FCC treats emergence from bankruptcy by any Licensee or its parent company as a "voluntary" assignment or transfer of control of an FCC Section 214 Authorization, which requires prior approval of the FCC. Because the Plan involves, among other things, the issuance and transfer of New Equity Interests that will effect a substantial change in the ownership of the Debtors under the Communications Act of 1934, as amended (the "Communications Act"), the Debtors' emergence from bankruptcy pursuant to the Plan will be considered a voluntary transfer of control. The Debtors will file FCC Applications to effectuate the assignment or transfer of control of the FCC Section 214 Authorizations with the FCC as soon as reasonably practicable after the date of the Plan. Upon determination that the application to transfer control of the domestic and international section 214 authority has been found to be acceptable for filing, the FCC will issue a public notice setting forth a pleading cycle for filing comments. Interested parties may file comments during the first 14 days following public notice, and reply comments may be filed during the next 7 days, unless the public notice specifies a different pleading cycle. If petitions to deny or other objections are filed against the FCC Applications, the applicants will have an opportunity to file an opposition, with the petitioner then having an opportunity to file a reply. After the pleading cycle concludes, the FCC will consider the FCC Applications and the filings made by the parties to the proceeding.

If the FCC finds the FCC Applications are in compliance with the Communications Act, finds the parties to the applications qualified, and finds that the Restructuring Transactions contemplated by the Plan are in the public interest, the FCC will grant the FCC Applications within 90 days of the public notice date (and after review and denial of any petitions to deny or other objections) and after the bankruptcy court has released its order confirming the Plan, unless it determines an additional 90-day period for review is needed. There is no time limit on how long the FCC may consider the FCC Applications before acting on them, but the FCC has a stated goal of completing action on assignment and transfer of control applications within 180 days.

Once the FCC has granted a transfer application, it will issue a public notice of the grant. Interested parties that filed a petition to deny the grant of any of the FCC Applications may file for reconsideration for a period of 30 days following public notice of the grant. If the grant is made by the FCC's staff under delegated authority, the FCC may reconsider the action on its own motion for a period of 40 days following issuance of public notice of the grant. Parties to the FCC Applications are free to close upon the grant of FCC Approval even if petitions for reconsideration are filed, but the consummation will be subject to any further order that the FCC might issue upon reconsideration. Although highly unusual, the FCC may rescind a grant of consent upon reconsideration if it finds that doing so would serve the public interest, convenience and necessity.

The Debtors are in the process of determining the direct and indirect voting and equity interests in the Reorganized Debtors that are anticipated to be held by foreign individuals or entities. If it is determined that one or more of the entities or individuals in the Reorganized Debtors will hold direct or indirect voting and equity interests of 10% or greater, ownership information on such Holders will be required to be reported in the FCC Applications. In such event, the FCC will refer the FCC Applications to the Committee for the Assessment of Foreign Participation in the United States Telecommunications Sector (known informally as "Team Telecom") (a group of Executive Branch agencies, including the Departments of Justice and Homeland Security and the Federal Bureau of Investigation) for coordination and recommendations on national security and foreign policy issues raised by the transaction, although the FCC retains discretion to make referrals in other cases. Team Telecom reviews and conditions can involve and affect corporate governance, personnel and other operational matters, with investments from particular countries and sovereign wealth funds subject to considerable scrutiny. In the event Team Telecom review is required, the timeline to receive the FCC Approvals for the Company's emergence from chapter 11 may be lengthened.

The Debtors currently hold a number of FCC wireless licenses. The Debtors do not believe that such licenses are necessary for the go-forward operations of Reorganized GTT, and will determine whether to surrender them promptly following commencement of the Chapter 11 Cases.

(b) **There Will Likely Be State Regulatory Approval Requirements in Connection with Emergence from Chapter 11**

Many state PUCs have processes similar to those of the FCC, for approving transfers of control of telecommunications carriers, like the Company, pursuant to chapter 11 proceedings. Upon the commencement of the Chapter 11 Cases, the Debtors, many of which either hold or control entities holding state PUC authorizations, will file notices informing the state PUCs with jurisdiction over the Debtors' operations of the Debtors' entry into chapter 11 and change to debtor in possession status. The Debtors also will need to obtain PUC Approvals to emerge from chapter 11 from PUCs in certain states, including California, District of Columbia, Georgia, Minnesota, Mississippi, Nebraska, New Jersey, New York, Pennsylvania, South Carolina, Virginia and West Virginia. The level of review undertaken by state PUCs, and the length of time to complete such review, varies by state. Certain state PUCs may impose conditions on the approval of the Restructuring Transactions, including commitments to make capital expenditures to improve service.

State filings or approvals may also be required for certain Plan-related financing arrangements. If PUC approval is required for any such Plan-related financing arrangements, such requests are typically combined and processed with the applicants' transfer of control applications.

7.8 Liquidity Risks

The Reorganized Debtors' ability to carry out capital spending that is important to their growth and productivity will depend on a number of factors, including future operating performance and ability to achieve the business plan. These factors will be affected by general economic, financial, competitive, regulatory, business, and other factors that are beyond the Reorganized Debtors' control.

7.9 Disclosure Statement Disclaimer

(a) **Information Contained Herein Is Solely for Soliciting Votes**

The information contained in this Disclosure Statement is for the purpose of soliciting acceptances of the Plan and may not be relied upon for any other purpose. Specifically, this Disclosure Statement is not legal advice to any Person or Entity. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each reader should consult its own legal counsel and accountant with regard to any legal, tax, and other matters concerning its Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan and whether to object to Confirmation.

(b) **Disclosure Statement May Contain Forward-Looking Statements**

This Disclosure Statement contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and such statements are intended to be covered by the safe harbor provided by the same. These statements are based on the current beliefs and expectations of the Debtors' management and are subject to significant risks and uncertainties. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward-looking terminology such as "may," "will," "seek," "expects," "anticipates," "believes," "targets," "intends," "should," "estimates," "could," "continue," "assume," "projects," "plans" the negative thereof, or other variations thereon or comparable terminology.

The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- any future effects as a result of the filing or pendency of the Chapter 11 Cases;
- financing plans;
- competitive position;
- business strategy;
- budgets;
- projected cost reductions;
- projected dividends;
- projected price increases;
- effect of changes in accounting due to recently issued accounting standards;
- growth opportunities for existing products and services.
- projected and estimated liability costs, including tort, and environmental costs and costs of environmental remediation;
- growth opportunities for existing products and services;
- results of litigation;
- disruption of operations;
- contractual obligations;
- projected general market conditions;
- plans and objectives of management for future operations;
- off-balance sheet arrangements;
- the Debtors' expected future financial position, liquidity, results of operations, profitability, and cash flows; and

Statements concerning these and other matters are not guarantees of the Debtors' future performance. The Liquidation Analysis, the Financial Projections, and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims and Interests may be affected by many factors that cannot be predicted. Forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made. The reader is cautioned that all forward-looking statements are necessarily speculative. All forward-looking statements in this Disclosure Statement are based on assumptions that are believed to be reasonable, but are subject to a wide range of risks, including risks associated with the following as well as the risks set forth in the Risk Factors enumerated in Article VII of this Disclosure Statement: (i) the Debtors, prior to the Petition Date, may fail to satisfy certain covenants without obtaining an amendment and/or waiver thereof, which may result in events of default under the Senior Notes Indenture and/or the Credit Agreement, and if the Debtors' forbearance agreements with creditors terminate and/or if the Debtors are unable to obtain further agreements from creditors with respect to forbearing from exercising remedies or amendments or waivers, as applicable, the Senior Notes and the Debtors' obligations under the Credit Agreement may be accelerated and the Restructuring Support Agreement may be terminated which may result in the Debtors being unable to satisfy their obligations thereunder the Senior Notes and/or the Credit Agreement and precipitate a filing for chapter 11 without the benefit of the Restructuring Support Agreement and the agreements embodied therein and in the Plan; (ii) the Parent has announced that its previously issued financial statements for the Non-Reliance Periods and related disclosures and communications should no longer be relied upon as a result of preliminary findings of the Review; the Debtors are continuing to finalize the quantification of the impact of errors identified by the Review on financial results for the Non-Reliance Periods and the impact may be materially different than previously disclosed estimates; (iii) the completion of the Review and the completion and filing of the Debtors' restated financial statements relating to the Non-Reliance Periods, Quarterly Reports on Form 10-Q for the quarters ended June 30, 2020 and September 30, 2020, Annual Report on Form 10-K for the fiscal year ended December 31, 2020, Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 and other future periodic filings may take longer than expected as a result of the timing or findings of the Review or the Debtors' independent registered public accounting firm's review process; (iv) the Debtors are subject to risks associated with the actions of network providers and a concentrated number of vendors and clients; (v) the Debtors could be subject to cyber-attacks and other security breaches; (vi) the Debtors' network could suffer serious disruption if certain locations experience damage or as the Debtors add features and updates their network; (vii) the Debtors' business, results of operation and financial condition are subject to the impacts of the COVID-19 pandemic and related market and economic conditions; (viii) the Debtors may be affected by information systems that do not perform as expected or by consolidation, competition, regulation or a downturn in the Debtors' industry; the Debtors may be liable for the material that content providers distribute over its network; (ix) the Debtors may be unable to retain or hire key employees; (x) the Debtors are subject to risks relating to the international operations of their business; (xi) the Debtors may be affected by tax assessments, unfavorable tax audit outcomes, delayed tax filings and future increased levels of taxation; (xii) the ability to attract new customers and retain existing customers in the manner anticipated; (xiii) the ability to obtain relief from the Bankruptcy Court to facilitate the smooth operation of the Debtors' businesses during the Chapter 11 Cases and other risks and uncertainties relating to the Chapter 11 Cases, including but not limited to, the Debtors' ability to obtain approval of the Bankruptcy Court with respect to motions, the effects of the Chapter 11 Cases on the Debtors and on the interests of various constituencies, Bankruptcy Court rulings in the Chapter 11 Cases and the outcome of the Chapter 11 Cases in general, the length of time the Debtors will operate under the Chapter 11 Cases, risks associated with third-party motions in the Chapter 11 Cases, regulatory approvals required to emerge from chapter 11, the potential adverse effects of the Chapter 11 Cases on the Debtors' liquidity or results of operations and increased legal and other professional costs in connection with the Chapter 11 Cases; and (xiv) each of the other risks identified in this Disclosure Statement. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

(c) **<u>This Disclosure Statement Has Not Been Approved by the United States Securities and Exchange Commission</u>**

This Disclosure Statement has not and will not be filed with the SEC or any state regulatory authority. Neither the SEC nor any state regulatory authority has approved or disapproved of the Securities described in this Disclosure Statement or has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained in this Disclosure Statement.

(d) **<u>No Legal, Business, or Tax Advice Is Provided to You by This Disclosure Statement</u>**

THIS DISCLOSURE STATEMENT IS NOT LEGAL, BUSINESS, OR TAX ADVICE TO YOU. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult his or her own legal counsel and accountant with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation.

(e) **<u>No Admissions Made</u>**

The information and statements contained in this Disclosure Statement will neither (1) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (2) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Interests, or any other parties-in-interest.

(f) **<u>Failure to Identify Litigation Claims or Projected Objections</u>**

No reliance should be placed on the fact that a particular litigation Claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. All Parties, including the Debtors, reserve the right to continue to investigate Claims and Interests and file and prosecute objections to Claims and Interests.

(g) **<u>No Waiver of Right to Object or Right to Recover Transfers and Assets</u>**

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors to object to that Holder's Allowed Claim, or to bring Causes of Action or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any Claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified herein.

(h) **Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors**

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained herein.

(i) **The Potential Exists for Inaccuracies and the Debtors Have No Duty to Update**

The Debtors make the statements contained in this Disclosure Statement as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since such date. Although the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered by the Bankruptcy Court or otherwise required by applicable law.

(j) **No Representations Outside of the Disclosure Statement Are Authorized**

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. In deciding whether to vote to accept or reject the Plan, you should not rely upon any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, unless otherwise indicated herein. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

ARTICLE VIII

CONFIRMATION PROCEDURES

The following is a brief summary of the Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult with their own advisors.

8.1 The Confirmation Hearing

Under Bankruptcy Code section 1128(a), the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Debtors will request, on the Petition Date, that the Bankruptcy Court schedule a hearing to approve the Plan and Disclosure Statement. The Bankruptcy Court may deny having a combined hearing to consider approval of the Disclosure Statement and the Plan and may require the Debtors to solicit votes on the Plan from Holders of Existing GTT Equity Interests. In addition, the Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. Subject to Bankruptcy Code section 1127 and the Restructuring Support Agreement, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, Bankruptcy Code section 1128(b) provides that a party in interest may object to Confirmation. The Debtors, in the same motion requesting a date for the Confirmation Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to file objections to Confirmation of the Plan. An objection to Confirmation of the Plan must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to file such objections as set forth therein.

8.2 Confirmation Standard

Among the requirements for Confirmation are that the Plan (a) is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (b) is feasible; and (c) is in the "best interests" of Holders of Claims and Interests that are Impaired under the Plan.

The following requirements must be satisfied pursuant to Bankruptcy Code section 1129(a) before a bankruptcy court may confirm a plan of reorganization. The Debtors believe that the Plan fully complies with all the applicable requirements of Bankruptcy Code section 1129 set forth below, other than those pertaining to voting, which has not yet taken place.

- The Plan complies with the applicable provisions of the Bankruptcy Code.

- The Debtors (or any other proponent of the Plan) have complied with the applicable provisions of the Bankruptcy Code.

- The Plan has been proposed in good faith and not by any means forbidden by law.

- Any payment made or to be made by the Debtors or by a Person issuing Securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, in connection with the Plan and incident to the Chapter 11 Cases is subject to the approval of the Bankruptcy Court as reasonable.

- The Debtors have disclosed or will disclose the identity and affiliations of any individual proposed to serve, after Confirmation, as a director or officer, of the Reorganized Debtors, any Affiliate of the Debtors reorganized under the Plan, or any successor to the Debtors under the Plan. The appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity security Holders and with public policy.

- The Debtors have disclosed or will disclose the identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of any compensation for such insider.

- With respect to each Holder within an Impaired Class of Claims or Interests, as applicable, each such Holder (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

- With respect to each Class of Claims or Interests, such Class (a) has accepted the Plan or (b) is Unimpaired under the Plan (subject to the "cram-down" provisions discussed below); *see* Section 8.5 hereof ("Confirmation Without Acceptance by All Impaired Classes").

- The Plan provides for treatment of Claims, as applicable, in accordance with the provisions of Bankruptcy Code section 507(a).

- If a Class of Claims is Impaired under the Plan, at least one Class of Claims that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider.

- Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors, or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan.

- All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for the payment of all such fees on the Effective Date.

- The Plan provides for the continuation after its Effective Date of payment of all retiree benefits, as that term is defined in Bankruptcy Code section 1114, at the level established pursuant to Bankruptcy Code sections 1114(e)(1)(B) or 1114(g) at any time prior to Confirmation, for the duration of the period the applicable Debtor has obligated itself to provide such benefits.

8.3 Best Interests Test / Liquidation Analysis

As described above, Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Based on the unaudited Liquidation Analysis attached hereto as **Exhibit D**, the Debtors believe that the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be no greater than the value of distributions under the Plan. As a result, the Debtors believe Holders of Claims and Interests in all Impaired Classes will recover at least as much as a result of Confirmation of the Plan as they would recover through a hypothetical chapter 7 liquidation.

THE LIQUIDATION ANALYSIS HAS BEEN PREPARED SOLELY FOR USE IN THIS DISCLOSURE STATEMENT AND DOES NOT REPRESENT VALUES THAT ARE APPROPRIATE FOR ANY OTHER PURPOSE. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION BY OR ADMISSION OF ANY DEBTOR FOR ANY PURPOSE.

8.4 Feasibility

Bankruptcy Code section 1129(a)(11) requires that the Bankruptcy Court find that Confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation or reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the Financial Projections, which, together with the assumptions on which they are based, are attached hereto as **Exhibit E**. Based on these Financial Projections, the Debtors believe the deleveraging contemplated by the Plan meets the financial feasibility requirement. Moreover, the Debtors believe that sufficient funds will exist to make all payments required by the Plan. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Bankruptcy Code section 1129(a)(11).

8.5 Confirmation Without Acceptance by All Impaired Classes

The Bankruptcy Code permits confirmation of a plan even if it is not accepted by all impaired classes, as long as (a) the plan otherwise satisfies the requirements for confirmation, (b) at least one impaired class of claims has accepted the plan without taking into consideration the votes of any insiders in such class and (c) the plan is "fair and equitable" and does not "discriminate unfairly" as to any impaired class that has not accepted the plan. These so-called "cram down" provisions are set forth in Bankruptcy Code section 1129(b).

(a) **No Unfair Discrimination**

The no "unfair discrimination" test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation.

(b) **Fair and Equitable Test**

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims or interests receive more than 100 percent of the amount of the allowed claims or interests in such class. As to a dissenting class, the test sets different standards depending on the type of claims or interests in such class. In order to demonstrate that a plan is fair and equitable with respect to a dissenting class, the plan proponent must demonstrate the following:

- Secured Creditors: Each Holder of a secured claim (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the chapter 11 plan, of at least the allowed amount of such claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its liens on the proceeds of the sale (or if sold, on the proceeds thereof), or (c) receives the "indubitable equivalent" of its allowed secured claim.

- Unsecured Creditors: Either (a) each Holder of an impaired unsecured claim receives or retains under the chapter 11 plan property of a value equal to the amount of its allowed claim or (b) the Holders of claims and interests that are junior to the claims of the non-accepting class will not receive any property under the chapter 11 plan.

- Holders of Interests: Either (a) each Holder of an impaired interest will receive or retain under the chapter 11 plan property of a value equal to the greatest of the fixed liquidation preference to which such Holder is entitled, the fixed redemption price to which such Holder is entitled, or the value of the interest or (b) the Holders of interests that are junior to the non-accepting class will not receive or retain any property under the chapter 11 plan.

The Debtors believe that the Plan and treatment of all Classes of Claims and Interests therein satisfies the "fair and equitable" requirement, notwithstanding the fact that certain Classes are deemed to reject the Plan.

8.6 Alternatives to Confirmation and Consummation of the Plan

If the Plan cannot be confirmed, the Debtors may seek to (a) prepare and present to the Bankruptcy Court an alternative chapter 11 plan for confirmation, (b) effect a merger or sale transaction, including, potentially, a sale of all or substantially all of the Debtors' assets pursuant to Bankruptcy Code section 363, or (c) liquidate their assets and businesses under chapter 7 of the Bankruptcy Code. If the Debtors were to pursue a liquidation of their assets and businesses in chapter 7, the Debtors would convert the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, and a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a chapter 7 liquidation would have on creditors' recoveries and the Debtors is described in the unaudited Liquidation Analysis attached hereto as **Exhibit D**.

ARTICLE IX

IMPORTANT SECURITIES LAW DISCLOSURE

9.1 New Equity Interests

As discussed herein, the Plan provides for the New Equity Interests, Noteholder Warrants and Equityholder Warrants to be distributed to Holders of 2018 Credit Facility Claims, Senior Notes Claims and Existing GTT Equity Interests, as applicable, in accordance with Article III of the Plan. New Equity Interests may also be distributed under the Management Incentive Plan after the Effective Date.

The Debtors believe that the classes of New Equity Interests, Noteholder Warrants and Equityholder Warrants (and New Equity Interests issuable upon exercise thereof) will be "securities," as defined in section 2(a)(1) of the Securities Act, Bankruptcy Code section 101 and any applicable Blue Sky Laws.

9.2 Exemptions from Registration Requirements of the Securities Act and Blue Sky Laws

All New Equity Interests (including any New Equity Interests issued upon the exercise of the Noteholder Warrants, the Equityholder Warrants or through the Noteholder New Common Equity Investment), Noteholder Warrants and Equityholder Warrants issued under the Plan (but excluding Securities issuable under the Management Incentive Plan) will be issued in reliance upon Bankruptcy Code section 1145, except with respect to an entity that is an "underwriter" as described below, in which case such New Equity Interests or Warrants will be issued pursuant to section 4(a)(2) of the Securities Act, and/or any other available exemption from registration under the Securities Act, as applicable. Any Securities issuable under the Management Incentive Plan will be issued pursuant to section 4(a)(2) of the Securities Act or any other available exemption from registration under the Securities Act, as applicable.

Bankruptcy Code section 1145 provides that the registration requirements of section 5 of the Securities Act (and any applicable state Blue Sky Laws) will not apply to the offer or sale of stock, options, warrants, rights, privileges, or other securities by a debtor if: (a) the offer or sale occurs under a plan of reorganization; (b) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor; and (c) the securities are issued in exchange for a claim against or interest in a debtor or affiliate or are issued principally in such exchange and partly for cash and property. In reliance upon these exemptions, the offer and sale of the New Equity Interests and the Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment will not be registered under the Securities Act or any applicable state Blue Sky Laws.

To the extent that the issuance and distribution of the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) are covered by Bankruptcy Code section 1145, the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment), as applicable, may be resold by any initial recipient thereof without registration under the Securities Act or other federal securities laws, unless the holder is (i) an "underwriter" (as discussed below) with respect to such securities, as that term is defined in section 2(a)(11) of the Securities Act and in the Bankruptcy Code, or (ii) at the time of the transfer an "affiliate" of the Reorganized Debtors, as defined in Rule 144(a)(1) under the Securities Act or has been such an "affiliate" within 90 days of such transfer. In addition, the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) issued in reliance upon Bankruptcy Code section 1145 generally may be resold without registration under applicable state Blue Sky Laws pursuant to various exemptions provided by the respective Blue Sky Laws of those states; however, the availability of those exemptions for any such resale cannot be known unless individual state Blue Sky Laws are examined.

The Plan contemplates the application of Bankruptcy Code section 1145 to the issuance of the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment (except as described herein)), excluding Securities issuable under the Management Incentive Plan, but at this time, the Debtors express no view as to whether the issuance of such New Equity Interests, Noteholder Warrants and Equityholder Warrants is exempt from registration pursuant to Bankruptcy Code section 1145 and, in turn, whether any Person may freely resell such New Equity Interests, Noteholder Warrants and Equityholder Warrants without registration under the Securities Act, other federal securities laws, or applicable state Blue Sky Laws. Recipients of such New Equity Interests, Noteholder Warrants and Equityholder Warrants are advised to consult with their own legal advisors as to the applicability of Bankruptcy Code section 1145 to such New Equity Interests, Noteholder Warrants and Equityholder Warrants, as applicable, and the availability of any exemption from registration under the Securities Act, other federal securities laws, or applicable state Blue Sky Laws.

New Securities issued pursuant to section 4(a)(2) of the Securities Act, if any, will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Recipients of the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity

Investment) are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Bankruptcy Code, the Securities Act and any applicable state Blue Sky Law.

9.3 Resales of the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests Issuable Upon Exercise Thereof or through the Noteholder New Common Equity Investment) by Persons Deemed to be "Underwriters"; Definition of Underwriter

Bankruptcy Code section 1145(b)(1) defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such Claim or Interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the Plan, with the consummation of the Plan, or with the offer or sale of securities under the Plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a Person is an underwriter under Bankruptcy Code section 1145(b)(1)(D), by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" any person directly or indirectly controlling or controlled by an issuer, or any person under direct or indirect common control with an issuer, of securities. As a result, the reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer, director or significant shareholder of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "controlling Person" of such debtor or successor, particularly, with respect to officers and directors, if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities, through contract or otherwise. In addition, the legislative history of Bankruptcy Code section 1145 suggests that a creditor who owns ten percent (10%) or more of a class of securities of a reorganized debtor may be presumed to be a "controlling Person" and, therefore, an underwriter.

Resales of the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) by entities deemed to be "underwriters" (which definition includes "controlling Persons" of an issuer) are not exempted by Bankruptcy Code section 1145 from registration under the Securities Act, state Blue Sky Laws, or other applicable law. Under certain circumstances, Holders of New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) who are deemed to be "underwriters" may be entitled to resell their New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment), as applicable, pursuant to the limited safe harbor resale provisions for control securities under Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of control securities if current information regarding the issuer is publicly available, and if volume limitations, notice and manner of sale requirements are met. Whether any particular Person would be deemed to be an "underwriter" (including whether such Person is a "controlling Person" of an issuer) with respect to the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) and, in turn, whether any Person may freely resell New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment), as applicable. The Debtors recommend that potential recipients of New Equity Interests, Noteholder Warrants and Equityholder Warrants (and the New Equity Interests issuable upon exercise thereof or through the Noteholder New Common Equity Investment) consult their own counsel concerning their ability to freely trade such securities without compliance with the Securities Act, other federal securities laws, or applicable state Blue Sky Laws.

THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. WE MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE SECURITIES OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, WE ENCOURAGE EACH HOLDER AND PARTY-IN-INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A SECURITY IS EXEMPT FROM THE REGISTRATION REQUIREMENTS UNDER THE FEDERAL OR STATE SECURITIES LAWS OR WHETHER A PARTICULAR HOLDER MAY BE AN UNDERWRITER, WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

ARTICLE X

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

10.1 Introduction

The following discussion summarizes certain material U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain Holders of Allowed Claims and Allowed Existing GTT Equity Interests. Pursuant to the Plan, and in complete and final satisfaction, compromise, settlement, release, and discharge of their respective Claims and Existing GTT Equity Interests, depending on the Claims and Existing GTT Equity Interests held by certain Holders, such Holders will receive their Pro Rata interests in one or more of the following: New GTT Term Loan Facility, New Equity Interests, Noteholder Warrants, Equityholder Warrants, the right to participate in the Noteholder New Common Equity Investment or Cash.

This summary is provided for informational purposes only and is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), the Treasury regulations promulgated thereunder (the "Treasury Regulations"), judicial authority and current administrative rulings and practice, all as in effect as of the date hereof and all of which are subject to change, possibly with retroactive effect. A substantial amount of time may elapse between the date of this Disclosure Statement and the receipt of one's final distribution under the Plan. Events subsequent to the date of this Disclosure Statement, such as the enactment of additional tax legislation (including as described below), court decisions or administrative changes, could affect the U.S. federal income tax consequences of the implementation of the Plan and the transactions contemplated thereunder. No ruling will be sought from the Internal Revenue Service (the "IRS") with respect to any of the tax aspects of the implementation of the Plan and the transactions contemplated thereunder, and no opinion of counsel has heretofore been obtained by the Debtors with respect thereto. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to the Debtors or any Holder of a Claim or Interest. No assurance can be given that the IRS would not assert, and/or that a court would not sustain, a different position from any discussed herein.

This summary does not address non-U.S., state, local, or non-income tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, persons liable for alternative minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. expatriates, certain former citizens or long-term residents of the United States, broker-dealers, banks, mutual funds, insurance companies, financial institutions, retirement plans, small business investment companies, regulated investment companies, real estate investment trusts, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, partnerships (or other entities treated as partnerships or other pass-through entities), beneficial owners of partnerships (or other entities treated as partnerships or other pass through entities), subchapter S corporations, Holders of Claims or who will hold the New Equity Interests as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only a Claim in a single Class and holds such a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the Claims to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. The U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and Holders of Claims and Existing GTT Equity Interests described below also may vary depending on the nature of any Restructuring Transactions in which the Debtors or Reorganized Debtors, as applicable, engage. This discussion does not address the U.S. federal income tax consequences to Holders (a) whose Claims are generally Unimpaired or otherwise entitled to payment in full under the Plan or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address any consideration being received other than in a person's capacity as a Holder of a Claim or Interest. For the avoidance of doubt, this summary does not discuss the treatment of the receipt of the New Equity Interests pursuant to the Management Incentive Plan.

A "U.S. Holder" for purposes of this summary is a beneficial owner of a Claim or Interest that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

A "Non-U.S. Holder" means a Holder of a Claim or Interest that is not a U.S. Holder and is, for U.S. federal income tax purposes, an individual, corporation (or other entity treated as a corporation for U.S. federal income taxes purposes), estate or trust.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of a Claim or Interest, the treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships and their partners should consult their tax advisors about the U.S. federal income tax consequences of participating in the Plan, including the tax consequences with respect to the ownership and disposition of assets received under the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND/OR ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

10.2 Proposed U.S. Tax Legislation

The U.S. Congress is in the process of drafting and considering amendments to the Tax Code in connection with raising revenue to fund a portion of the $3.5 trillion human infrastructure and social spending FY2022 budget reconciliation package (also referred to as the "Build Back Better Act"). The House Ways and Means Committee Chairman Richard Neal (D-MA) released his initial draft of proposed amendments on September 13, 2021. These amendments include, among other things, increases to the tax rates imposed on corporations and individuals, additional limitations on interest deductibility and potential increases to the tax rate imposed on global intangible low-taxed income ("GILTI") and certain other income earned by U.S. corporations from foreign sources. The potential impact of these legislative proposals on the U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain Holders of Allowed Claims and Allowed Existing GTT Equity Interests cannot yet be determined. Some of these proposed changes might be retroactive (or at least effective as of the date of the proposal), while others may not be effective generally until enactment or later.

These legislative proposals, if enacted and depending on their effective date, may adversely impact the U.S. federal income tax consequences of the implementation of the Plan and could negatively impact the Debtors, the Reorganized Debtors, and certain Holders of Allowed Claims and Allowed Existing GTT Equity Interests. Holders should consult with their tax advisors on the potential impact of any such legislative proposals.

10.3 Certain U.S. Federal Income Tax Consequences to the Debtors and Reorganized Debtors

(a) Effects of Restructuring on the Debtors

For U.S. federal income tax purposes, the Debtors are a group of corporations and other flow-through entities whose income, losses and deductions are generally taken into account by a member of the group of which GTT is the common parent. The Debtors estimate that they had approximately $327 million of U.S. federal net operating losses ("NOLs") as of December 31, 2020. The Debtors expect to generate taxable income in 2021 and reduce their balance of NOLs as a result of the I Squared Infrastructure Sale, but the Debtors do not expect to pay United States federal income taxes for 2021 because they can utilize their pre-2018 NOLs to offset their taxable income. NOLs incurred on or after January 1, 2018, can be carried forward indefinitely but are subject to an annual limitation of 80% of taxable income. The amount of any remaining NOL carryforwards and other losses and the extent to which any limitations may apply (e.g., limitations under section 382 of the Tax Code, discussed below), remain subject to audit and adjustment by the IRS. The Debtors have other U.S. federal income tax attributes consisting of approximately $242 million of U.S. federal consolidated disallowed business interest expense carryforwards under section 163(j) of the Tax Code and approximately $329 million of long-term capital losses, each as of December 31, 2020.

(b) Cancellation of Indebtedness Income and Reduction of Tax Attributes

It is anticipated that the Plan will result in a cancellation of a portion of the Debtors' outstanding indebtedness and of an Affiliate's outstanding indebtedness. In general, absent an exception, U.S. tax rules treat a debtor as realizing and recognizing cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness in the event that the total consideration received for such indebtedness is less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of the amount of Cash paid, the issue price of any debt issued and the fair market value of any other consideration given in satisfaction of such indebtedness at the time of the exchange.

However, because the Debtors are under the jurisdiction of a court in cases under chapter 11 of the Bankruptcy Code, and the discharge of indebtedness is expected to be pursuant to such cases, the Debtors do not expect to be required to include any amount of COD Income in gross income (except with respect to the cancellation of Affiliate indebtedness, which may result in taxable COD Income). Instead, the Debtors will be required to reduce certain of their U.S. tax attributes by the amount of COD Income that they exclude from gross income. In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryovers; (b) certain tax credit carryovers; (c) net capital losses and capital loss carryovers; (d) tax basis in assets (but not below the amount of liabilities to which the debtor remains subject); (e) passive activity loss and credit carryovers; and (f) foreign tax credit carryovers. The Debtors may elect first to reduce the basis of its depreciable assets. In the context of a consolidated group of corporations, the tax rules provide for a complex ordering mechanism in determining how the tax attributes of one member are reduced by the COD Income of another member.

Because the Plan provides that holders of certain indebtedness will receive property other than Cash (i.e. New GTT Term Loans, New Equity Interests, Noteholder Warrants, Equityholder Warrants, the right to participate in the Noteholder New Common Equity Investment) the amount of COD Income of the Debtors and, therefore, the amount of tax attributes required to be reduced will depend in part on the fair market value of such property. These values cannot be known with certainty as of the date hereof. However, the Debtors expect that COD Income will likely substantially reduce and potentially eliminate any NOLs remaining in the group and may reduce certain other tax attributes.

(c) **General Section 382 Annual Limitation**

(1) **General Section 382 Annual Limitation**

Under Tax Code section 382, if a corporation (or a group of corporations consolidated for federal income tax purposes) with NOLs, interest deductions disallowed under Tax Code section 163(j) (collectively with NOLs and certain other tax attributes, the "Pre-Change Tax Attributes") or built-in losses (a "loss corporation") undergoes an "ownership change," the loss corporation's use of its Pre-Change Tax Attributes and recognized built-in losses generally will be subject to an annual limitation in the post-change period. In general, an "ownership change" occurs if the percentage of the value of the loss corporation's stock owned by one or more direct or indirect "five percent shareholders" increases by more than fifty percentage points over the lowest percentage of value owned by the five percent shareholders at any time during the applicable testing period (an "Ownership Change"). The testing period generally is the shorter of (a) the three-year period preceding the testing date or (b) the period of time since the most recent Ownership Change of the corporation.

If a corporation (or affiliated group) has a net unrealized built-in gain at the time of an Ownership Change (taking into account most assets and items of "built-in" income and deductions), then the section 382 limitation may be increased to the extent that the corporation recognizes certain built-in gains in their assets during the five-year period following the Ownership Change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. If a corporation (or affiliated group) has a net unrealized built-in loss at the time of an Ownership Change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Tax Attributes and similarly will be subject to the annual limitation. In general, a corporation's (or affiliated group's) net unrealized built-in gain or net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the Ownership Change.

The Debtors anticipate that the issuance of the New Equity Interests pursuant to the Plan will result in an Ownership Change, and that the Reorganized Debtors' use of their Pre-Change Tax Attributes (and built-in losses if there is a "net unrealized built-in loss" on the Effective Date) will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies. This limitation is independent of, and in addition to, the reduction of tax attributes described in the preceding sections resulting from the exclusion of COD Income from gross income.

In general, the annual limitation determined under section 382 of the Tax Code in the case of an Ownership Change of a corporation (the "Section 382 Limitation") is equal to the product of (a) the fair market value of the stock of the corporation immediately before the Ownership Change (with certain adjustments) multiplied by (b) the applicable "long-term tax-exempt rate" posted by the IRS (e.g., 1.57% for September 2021). Generally, the Section 382 Limitation may be increased if the corporation has a "net unrealized built-in gain" in its assets as of the Effective Date to the extent the corporation recognizes, or is treated as recognizing, certain built-in gains in its assets during the five-year period following the Ownership Change. Corresponding rules may reduce a corporation's ability to use losses if it has net unrealized built-in losses in its assets at the time of an Ownership Change. Section 383 of the Tax Code applies a limitation, similar to the Section 382 Limitation, to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. The debtor corporation's Pre-Change Tax Attributes will be subject to further limitations if it experiences additional future Ownership Changes. If the debtor does not continue its historic business enterprise or use a significant portion of its historic assets in a new business for at least two years following the Ownership Change, the annual Section 382 Limitation is reduced to zero, thereby precluding any utilization of the debtor's pre-change losses (absent any increases due to recognized built-in gains). As discussed below, however, special rules may apply in the case of a corporation which experiences an Ownership Change as the result of a bankruptcy proceeding.

(2) **Special Bankruptcy Exception**

An exception to the foregoing annual limitation rules generally applies to a debtor corporation in chapter 11 when existing shareholders and so-called "qualified creditors" of a debtor corporation under the jurisdiction of a court in a chapter 11 case receive, in respect of their claims or interests, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the "Section 382(l)(5) Exception"). Under the Section 382(l)(5) Exception, a debtor's Pre-Change Tax Attributes and excess credits, which may be carried forward to a future year, are recomputed as if no interest deductions were claimed during the three taxable years preceding the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the Section 382(l)(5) Exception applies and a debtor undergoes another Ownership Change within two years after the effective date of the plan of reorganization, then the debtor's Pre-Change Tax Attributes are effectively eliminated in their entirety. For purposes of the Section 382(l)(5) Exception, a "qualified creditor" generally consists of certain long-term creditors (who held their claims continuously for at least 18 months prior to the filing of the bankruptcy petition), ordinary course creditors (e.g., trade creditors) or creditors receiving less than 5% of the stock of the debtor in a bankruptcy case. If a debtor qualifies for the Section 382(l)(5) Exception, the exception applies unless the debtor affirmatively elects for it not to apply.

Where the Section 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the Section 382(l)(5) Exception), a second special rule will generally apply (the "Section 382(l)(6) Exception"). When the Section 382(l)(6) Exception applies, a debtor corporation that undergoes an Ownership Change generally is permitted to determine the fair market value of its stock for purposes of computing the annual limitation amount after taking into account the increase in value to such stock resulting from any surrender or cancellation of creditors' claims in the bankruptcy. The Section 382(l)(6) Exception also differs from the Section 382(l)(5) Exception in that under it the debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and the debtor may undergo a change of ownership within two years following the first Ownership Change without triggering the elimination of its Pre-Change Tax Attributes.

The Debtors do not currently expect to be eligible for the 382(l)(5) Exception. Even were the Debtors eligible for the 382(l)(5) Exception, it is unlikely that the Reorganized Debtors would derive any meaningful benefit from such an election and would likely affirmatively elect out of the 382(l)(5) Exception, in which case the 382(l)(6) Exception would apply. Whether the Reorganized Debtors take advantage of the 382(l)(6) Exception or the 382(l)(5) Exception, the Reorganized Debtors' use of their Pre-Change Tax Attributes after the Effective Date may be adversely affected if an Ownership Change within the meaning of section 382 of the Tax Code were to occur after the Effective Date.

(d) **GILTI Income**

Each U.S. shareholder that owns 10% or more (by vote or value) of a "controlled foreign corporation" ("CFC") is required to include in its gross income its share of the CFC's subpart F income (such as dividends, interest, certain rents and royalties, gain from the sale of property producing such income, certain income from sales and services, and certain earnings of the CFC that are invested in U.S. property), and its GILTI derived during a tax year. GILTI inclusions generally consist of a CFC's low-tax business income in excess of a 10% deemed return on certain tangible assets, provided that such income does not constitute subpart F income already subject to current taxation by the U.S. shareholder. As a result, such a shareholder would generally be subject to current U.S. tax, even if cash distributions are not received from the CFC, on its *pro rata* share of the CFC's subpart F Income and on its GILTI.

Under the GILTI rules, a U.S. shareholder that is a corporation is generally allowed a 50% (reduced to 37.5% after 2025) deduction for any GILTI inclusion, subject to potential changes mentioned above in the "Proposed U.S. Tax Legislation." As a result, the statutory GILTI tax rate for corporations is reduced to 10.5% (increased to 13.125% after 2025). The GILTI rules also provide that a U.S. corporation is currently entitled to an indirect foreign tax credit of up to 80% of the foreign taxes paid in connection with its GILTI inclusion, thereby eliminating or reducing the effective U.S. tax rate on GILTI income. The actual effective rate of tax on GILTI inclusions will vary based on a corporate shareholder's own taxable income or loss, its other attributes, and the extent to which its U.S. tax situation permits utilization of foreign tax credits.

GTT Communications B.V., a non-Debtor Affiliate of the Debtors, is the borrower on the EMEA Term Loans. It is a CFC of GTT. GTT Holdings Limited, a non-Debtor Affiliate of the Debtors, borrowed funds from GTT Communications B.V. and used them to acquire the Infrastructure Business and to loan funds to GTT. Depending on the value realized by the Holders of EMEA Term Loans and the Holders of the U.S. Term Loans in connection with the I Squared Infrastructure Sale and the Debtors' emergence from bankruptcy, it is possible that one or more of GTT's CFCs might recognize COD Income for U.S. tax purposes. Any such COD Income may be eligible for an exclusion under U.S. tax law if and to the extent the borrower is considered insolvent immediately before such COD Income is recognized. Any COD Income (as determined under U.S. tax rules) arising in GTT Communications B.V. that is not excluded from income could give rise to a GILTI inclusion for GTT. However, the Debtors believe that the risk of cash tax with respect to any such GILTI can be managed by ensuring that any such COD Income recognized for U.S. purposes arises as GILTI prior to any change in control of GTT and is offset by such NOLs which would otherwise be limited or potentially eliminated following the Debtors' emergence from bankruptcy.

(e) **Other Income and Uncertainty of Debtors' Tax Treatment**

The Debtors may incur other income for U.S. federal income tax purposes in connection with the Plan (including depending on the manner in which the Restructuring Transactions are implemented and whether the Debtors engage in transactions that are different from the transactions that are currently contemplated) that, unlike COD Income, generally will not be excluded from the Debtors' U.S. federal taxable income. In addition, the U.S. federal income tax considerations relating to the Plan are complex and subject to uncertainties. No assurance can be given that the IRS will agree with the Debtors' interpretations of the tax rules applicable to, or tax positions taken with respect to, the transactions undertaken to effect the Plan. If the IRS were to successfully challenge any such interpretation or position, the Debtors may recognize additional taxable income for U.S. federal income tax purposes, and the Debtors may not have sufficient deductions, losses or other attributes for U.S. federal income tax purposes to fully offset such income.

10.4 Certain U.S. Federal Income Tax Consequences to the U.S. Holders of Allowed Claims

The U.S. federal income tax consequences of the Plan to U.S. Holders of Allowed Claims (including the character, amount and timing of income, gain or loss recognized) generally will depend upon, among other factors: (i) the manner in which the U.S. Holder acquired a Claim; (ii) the length of time a Claim has been held; (iii) whether a Claim was acquired at a discount; (iv) whether the U.S. Holder has taken a bad debt deduction in the current or prior years in respect of a Claim; (v) whether the U.S. Holder has previously included accrued but unpaid interest with respect to a Claim; (vi) the U.S. Holder's method of tax accounting; (vii) whether the U.S. Holder will realize foreign currency exchange gain or loss with respect to a Claim; and (viii) the manner in which the Restructuring Transactions are implemented. U.S. Holders of Claims are urged to consult their tax advisors for information that may be relevant to their specific situation and circumstances and the particular tax consequences to such Holders as a result thereof.

The U.S. federal income tax consequences to U.S. Holders of Claims will depend, in part, on whether a debt instrument exchanged is treated as a "security" under the reorganization provisions of the Tax Code. Whether a debt instrument constitutes a security for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable or contingent, and whether such payments are made on a current basis or accrued. The U.S. Term Loans had a 7 year maturity at issuance. The Original EMEA Term Loans had a 7 year maturity at issuance. The 2020 EMEA Term Loans also had a more than 5 year maturity at issuance. Each tranche of the Senior Notes had a maturity at issuance between 7 and 8 years. Finally, the New GTT Term Loans are expected to have a 5 year maturity at issuance.

(a) **<u>2018 Credit Facility Claims</u>**

Pursuant to the Plan, including <u>Section 3.2</u> of the Plan, in exchange for full and final satisfaction, compromise, settlement, release, and discharge of the 2018 Credit Facility Claims, each U.S. Holder of the 2018 Credit Facility Claims will receive its Pro Rata share of: (i) the New GTT Term Loans, (ii) the Secured Claims' New Equity Interests, (iii) the Noteholder New Common Equity Investment Cash, if any, (iv) any Excess Cash, and (iv) the proceeds of the I Squared Deferred Consideration.

The consequences of such exchange to a U.S. Holder will depend in part on whether such U.S. Holder's 2018 Credit Facility Claims are U.S. Term Loans, Revolving Loans, Hedging Obligations, Original EMEA Term Loans, 2020 EMEA Term Loans, the identity of the primary obligor on such Claim and whether debt underlying such Claim or the New GTT Term Loan constitutes a "security" for U.S. federal income tax purposes.

The U.S. federal income tax consequences relating to the CAM Amendment, including the treatment of the transfer of the Original EMEA Cash Turnover Amount and the Original EMEA Equity Turnover Interests, are not clear. To the extent the Debtors are required to take a position, the Debtors expect to treat the transfers required by the CAM Amendment and implemented pursuant to the Plan as if (i) holders of the 2018 U.S. Credit Facility Claims received the Original EMEA Cash Turnover Amount and the Original EMEA Cash Turnover Recipients received the Original EMEA Equity Turnover Interests, and (ii) the Original EMEA Cash Turnover Recipients immediately sold the Original EMEA Equity Turnover Interests to the holders of 2018 U.S. Credit Facility Claims in exchange for the Original EMEA Cash Turnover Amount. The consequences described below assume such treatment applies.

(1) **U.S. Term Loans**

If the U.S. Term Loans and the New GTT Term Loans both qualify as securities for U.S. federal income tax purposes, then the U.S. Holder of the U.S. Term Loans should be treated as receiving its distribution under the Plan in a transaction treated as a recapitalization described in section 368(a) of the Tax Code. Each U.S. Holder of the U.S. Term Loans generally should not recognize loss upon receipt of Plan Consideration, but will, however, recognize gain, if any, to the extent such U.S. Holder receives Cash (due to either any Noteholder New Common Equity Investment Cash, any Excess Cash, any proceeds of the I Squared Deferred Consideration Cash relating to the Original EMEA Cash Turnover Amount, and any cash paid in an amount equal to accrued interest). Each U.S. Holder's adjusted tax basis in the U.S. Term Loan it exchanges should be allocated among the New Equity Interests (other than New Equity Interests that are Original EMEA Equity Turnover Interests) and the New GTT Term Loan received by such U.S. Holder in proportion to the fair market values of the New Equity Interests (other than New Equity Interests that are Original EMEA Equity Turnover Interests) and the New GTT Term Loan, decreased by the amount of any Cash and increased by gain recognized (if any) by such U.S. Holder. The New Equity Interests (other than New Equity Interests that are Original EMEA Equity Turnover Interests) and the New GTT Term Loan received should also include the U.S. Holder's holding period in the U.S. Term Loan it exchanged.

If the U.S. Term Loans constitute securities, but the New GTT Term Loans do not constitute securities, then the U.S. Holder of the U.S. Term Loans should still be treated as receiving its distribution under the Plan in a transaction treated as a recapitalization described in section 368(a) of the Tax Code. Each U.S. Holder of the U.S. Term Loans generally should not recognize loss upon receipt of the Plan consideration. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, the U.S. Holder should recognize gain, if any, to the extent of the sum of (i) the fair market value of the New GTT Term Loans and (ii) any Cash received (as described in the preceding paragraph). The U.S. Holder should obtain a tax basis in the New Equity Interests (other than New Equity Interests that are Original EMEA Equity Turnover Interests) received equal to such Holder's adjusted tax basis of the U.S. Holder's exchanged U.S. Term Loans decreased by the amount of any Cash and the fair market value of the New GTT Term Loans received by the U.S. Holder in the exchange and increased by gain recognized (if any) by such U.S. Holder. The U.S. Holder should obtain a tax basis in the New GTT Term Loans equal to their fair market value. Other than with respect to any amounts received that are attributable to accrued but unpaid interest and any New Equity Interests relating to the Original EMEA Cash Turnover Amount, the holding period for the New Equity Interests received should include the holding period for the exchanged U.S. Term Loans and the holding period for the New GTT Term Loans begins on the day following the Effective Date.

If the U.S. Term Loans are not securities, the exchange will be treated as a taxable exchange and each U.S. Holder of 2018 Credit Facility Claims will be treated as receiving its distribution under the Plan in a taxable exchange. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, each U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the sum of (i) the fair market value of the New Equity Interests received, (ii) the issue price of the New GTT Term Loans received and (iii) any Cash received (as described in the first paragraph of this Section 10.4(a)(1), and (b) the U.S. Holder's adjusted tax basis in its U.S. Term Loans. The holding period for New Equity Interests and the New GTT Term Loans received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the New Equity Interests equal to the fair market value of the New Equity Interests received. The U.S. Holder should obtain a tax basis in the New GTT Term Loans received equal to the issue price of the New GTT Term Loans.

(2) **Revolving Facility**

Other than with respect to any amounts received that are attributable to accrued but unpaid interest, each U.S. Holder of Revolving Loans should recognize gain or loss in an amount equal to the difference, if any, between (a) the sum of (i) the fair value of the New Equity Interests received, (ii) the issue price of the New GTT Term Loans received and (iii) any Cash received (as described in the first paragraph of Section 10.4(a)(1), and (b) the U.S. Holder's adjusted tax basis in its Revolving Loans. The holding period for New Equity Interests and the New GTT Term Loans received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the New Equity Interests equal to the fair market value of the New Equity Interests received. The U.S. Holder should obtain a tax basis in the New GTT Term Loans received equal to the issue price of the New GTT Term Loans.

(3) **Hedging Obligations**

Other than with respect to any amounts received that are attributable to accrued but unpaid interest, each U.S. Holder of Hedging Obligations should recognize gain or loss in an amount equal to the difference, if any, between (a) the sum of (i) the fair value of the New Equity Interests received, (ii) the issue price of the New GTT Term Loans received and (iii) any Cash received (as described in the first paragraph of Section 10.4(a)(1), and (b) the U.S. Holder's adjusted tax basis in its Hedging Claims. The holding period for New Equity Interests and the New GTT Term Loans received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the New Equity Interests equal to the fair market value of the New Equity Interests received. The U.S. Holder should obtain a tax basis in the New GTT Term Loans received equal to the issue price of the New GTT Term Loans.

(4) **Original EMEA Term Loans**

If both the Original EMEA Term Loans and the New GTT Term Loans constitute "securities," then the U.S. Holder of the Original EMEA Term Loans should be treated as receiving its distribution under the Plan in a transaction treated as a recapitalization described in section 368(a) of the Tax Code. Each U.S. Holder of the Original EMEA Term Loans generally should not recognize loss upon receipt of the Plan consideration. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, the U.S. Holder should recognize gain, if any, to the extent of the sum of (i) the fair market value of the New Equity Interests (including, for those eligible, the Original EMEA Turnover Interests) and (ii) any Cash received other than Cash relating to the Original EMEA Cash Turnover Amount. The U.S. Holder should obtain a tax basis in the New GTT Term Loans received equal to such Holder's adjusted tax basis of the U.S. Holder's exchanged Original EMEA Term Loans decreased by the amount of any Cash (as described in the first paragraph of Section 10.4(a)(1), other than, for those eligible, Cash relating to the Original EMEA Cash Turnover Amount) and the fair market value of the New Equity Interests (including the Original EMEA Turnover Interests) received by the U.S. Holder in the exchange and increased by gain recognized (if any) by such U.S. Holder. The U.S. Holder should obtain a tax basis in the New Equity Interests equal to its fair market value. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, the holding period for the New GTT Term Loans received should include the holding period for the exchanged U.S. Term Loans and the holding period for the New Equity Interests begins on the day following the Effective Date.

If the Original EMEA Term Loans or the New GTT Term Loans do not constitute "securities," then the receipt of Plan consideration in satisfaction of the Original EMEA Term Loans will be a taxable transaction and each U.S. Holder of Original EMEA Term Loans will be treated as receiving its distribution under the Plan in a taxable exchange.[42] Other than with respect to any amounts received that are attributable to accrued but unpaid interest, each U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the sum of (i) the fair market value of the New GTT Term Loans, (ii) the fair value of the New Equity Interests and (iii) any Cash received (as described in the first paragraph of Section 10.4(a)(1)), and (b) the U.S. Holder's adjusted tax basis in its Original EMEA Term Loans. The holding period for the New GTT Term Loans and the New Equity Interests received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the New GTT Term Loans equal to their issue price and a tax basis in the New Equity Interests equal to the fair market value of the New Equity Interests.

(5) **2020 EMEA Term Loans**

If both the 2020 EMEA Term Loans and the New GTT Term Loans constitute "securities," then the U.S. Holder of the 2020 EMEA Term Loans should be treated as receiving its distribution under the Plan in a transaction treated as a recapitalization described in section 368(a) of the Tax Code. Each U.S. Holder of the 2020 EMEA Term Loans generally should not recognize loss upon receipt of the Plan consideration. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, the U.S. Holder should recognize gain, if any, to the extent of the sum of (i) the fair market value of the New Equity Interests and (ii) any Cash received (as described in the first paragraph of Section 10.4(a)(1), other than, for those eligible, Cash relating to the Original EMEA Cash Turnover Amount). The U.S. Holder should obtain a tax basis in the New GTT Term Loans received equal to such Holder's adjusted tax basis of the U.S. Holder's exchanged 2020 EMEA Term Loans decreased by the amount of any Cash and the fair market value of the New Equity Interests received by the U.S. Holder in the exchange and increased by gain recognized (if any) by such U.S. Holder. The U.S. Holder should obtain a tax basis in the New Equity Interests equal to their fair market value. Other than with respect to any amounts received that are attributable to accrued but unpaid interest, the holding period for the New GTT Term Loans received should include the holding period for the exchanged U.S. Term Loans and the holding period for the New Equity Interests begins on the day following the Effective Date.

If the 2020 EMEA Term Loans or the New GTT Term Loans do not constitute "securities," then the receipt of Plan consideration in satisfaction of the 2020 EMEA Term Loans will be a taxable transaction and each U.S. Holder of 2020 EMEA Term Loans will be treated as receiving its distribution under the Plan in a taxable exchange.[43] Other than with respect to any amounts received that are attributable to accrued but unpaid interest, each U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the sum of (i) the fair market value of the New GTT Term Loans, (ii) the fair value of the New Equity Interests and (iii) any Cash received (attributable to either any Noteholder New Common Equity Investment Cash, any Excess Cash or any proceeds of the I Squared Deferred Consideration), and (b) the U.S. Holder's adjusted tax basis in its 2020 EMEA Term Loans. The holding period for the New GTT Term Loans and the New Equity Interests received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the New GTT Term Loans equal to their issue price and a tax basis in the New Equity Interests equal to the fair market value of the New Equity Interests.

(b) **U.S. Federal Income Tax Consequences to the U.S. Holders of Senior Notes**

Pursuant to the Plan, in exchange for full and final satisfaction, compromise, settlement, release, and discharge of the Senior Notes, each U.S. Holder thereof will receive its Pro Rata share of and interest in (i) the Noteholder New Equity Interests, (ii) the Noteholder Warrants and (iii) the right to participate in the Noteholder New Common Equity Investment.

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42 Furthermore, if the Original EMEA Term Loans are exchanged for New GTT Term Loans issued by a Debtor other than the issuer of the Original EMEA Term Loans, then the receipt of Plan consideration in satisfaction of the Original EMEA Term Loans will be a taxable transaction and each U.S. Holder of Original EMEA Term Loans will be treated as receiving its distribution under the Plan in a taxable exchange.

43 Furthermore, if the 2020 EMEA Term Loans are exchanged for New GTT Term Loans issued by a Debtor other than the issuer of the 2020 EMEA Term Loans, then the receipt of Plan consideration in satisfaction of the 2020 EMEA Term Loans will be a taxable transaction and each U.S. Holder of 2020 EMEA Term Loans will be treated as receiving its distribution under the Plan in a taxable exchange.

If the Senior Notes constitute "securities", then a U.S. Holder of Senior Notes should be treated as receiving its distribution under the Plan in a transaction treated as a recapitalization described in section 368(a) of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but unpaid interest or accrued market discount that was not previously included in income, the U.S. Holder should not recognize a loss upon receipt of the New Equity Interests and the Noteholder Warrants. The U.S. Holder should obtain a tax basis in the New Equity Interests and the Noteholder Warrants equal to the adjusted tax basis of the U.S. Holders' exchanged Senior Notes, and such basis should be allocated between the New Equity Interests, Noteholder Warrants and the right to participate in the Noteholder New Common Equity Investment Noteholder Warrants received in proportion to their respective fair market values. The holding period for New Equity Interests and Noteholder Warrants received should include the holding period for the exchanged Senior Notes. If a Holder of the Senior Notes participates in the Noteholder New Common Equity Investment, the value, if any, of such right will be included in its basis in the New Common Equity so purchased, whereas if such U.S. Holder does not participate in the Noteholder New Common Equity Investment, the lapse such right shall result in a short term capital loss on the Effective Date.

If the Senior Notes do not constitute securities, then the U.S. Holder of the Senior Notes will be treated as receiving its distribution under the Plan in a taxable exchange. Other than with respect to any amounts received that are attributable to accrued but unpaid interest or accrued market discount that was not previously included in income, the U.S. Holder would recognize gain or loss in an amount equal to the difference, if any, between (a) the fair market value of the New Equity Interests, the Noteholder Warrants, and the right to participate in the Noteholder New Common Equity Investment received if the right to participate is treated as a separate property right and (b) the U.S. Holder's adjusted tax basis in its Senior Notes. The holding period for the New Equity Interests, the Noteholder Warrants, and the right to participate in the Noteholder New Common Equity Investment begins on the day following the Effective Date. Other than with respect to any amounts received that are attributable to accrued but unpaid interest or accrued market discount that was not previously included in income, the U.S. Holder would obtain a tax basis in the New Equity Interests, the Noteholder Warrants, and the right to participate in the Noteholder New Common Equity Investment received equal to the fair market value of the New Equity Interests, the Noteholder Warrants, and the right to participate in the Noteholder New Common Equity Investment, respectively.

The Debtors intend to treat the Senior Notes as being exchanged in a recapitalization described in section 368(a) of the Tax Code.

(c) **U.S. Federal Income Tax Consequences to the U.S. Holders of Existing GTT Equity Interests**

Each U.S. Holder of Existing GTT Equity Interests should recognize gain or loss in an amount equal to the difference, if any, of the fair value of the Equityholder Warrants and the U.S. Holder's adjusted tax basis in its Existing GTT Equity Interests. The holding period for the Equityholder Warrants received begins on the day following the Effective Date. The U.S. Holder should obtain a tax basis in the Equityholder Warrants equal to the fair market value of the Equityholder Warrants received.

(d) **Accrued but Unpaid Interest (or OID)**

A portion of the consideration received by a U.S. Holder of a Claim may be attributable to accrued but unpaid interest on such Claim. Such amount should be taxable to that U.S. Holder as ordinary interest income if such accrued interest has not been previously included in the U.S. Holder's gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of Claims may be able to recognize a deductible loss to the extent that any accrued interest on the Claims was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued but unpaid interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Claims should consult their respective tax advisors regarding the proper allocation of the consideration received by them under the Plan between principal and accrued but unpaid interest in such event.

(e) **Market Discount**

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a U.S. Holder in the surrender of its Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the U.S. Holder's initial tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (ii) in the case of a debt instrument issued with original issue discount ("OID"), its adjusted issue price, in each case, by at least a de minimis amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of a Claim (as described below) that was acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued).

Any gain recognized by a U.S. Holder on the taxable disposition of debt instruments that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt instruments were considered to be held by the U.S. Holder (unless such U.S. Holder elected to include market discount in income as it accrued). To the extent that debt instruments that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on such debt instruments (i.e., up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property is treated as ordinary income to the extent of such accrued, but not recognized, market discount.

U.S. federal income tax laws enacted in December 2017 added section 451(b) of the Tax Code. This new provision generally would require accrual method U.S. Holders that prepare an "applicable financial statement" (as defined in section 451 of the Tax Code) to include certain items of income (such as market discount) no later than the time such amounts are reflected on such a financial statement. Final Treasury Regulations provide that taxpayers may continue to defer accrued market discount income for U.S. Federal income tax purposes until there is a payment or sale at a gain. Accordingly, although market discount may have to be included in income currently as it accrues for financial accounting purposes, taxpayers may continue to defer the income for tax purposes. U.S. Holders are urged to consult their own tax advisors concerning the application of the market discount rules to their Claims.

(f) **Limitation on Use of Capital Losses**

A U.S. Holder of an Allowed Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on its use of capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods) plus ordinary income to the extent of the lesser of (i) $3,000 ($1,500 for married individuals filing separate returns) or (ii) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than can be used in a tax year may be allowed to carry over the excess capital losses for use in other tax years. Corporate U.S. Holders may only carry over unused capital losses for the five years following the capital loss year, but are allowed to carry back unused capital losses to the three years preceding the capital loss year.

(g) **Foreign Currency Income**

Regardless of whether a U.S. Holder exchanges its EMEA Term Loans in a recapitalization or as a taxable exchange, a U.S. Holder generally will recognize foreign currency gain or loss on the exchange under the rules in Tax

Code section 988 and the Treasury Regulations thereunder. Such gain or loss will be ordinary gain or loss. The amount characterized as foreign currency gain or loss generally will be equal to the difference between (i) the U.S. dollar value of the foreign currency purchase price of the Original EMEA Term Loan and the 2020 EMEA Term Loan on the date the Holder purchased such Loans and (ii) the U.S. dollar value of such foreign currency purchase price on the date of the disposition. Any such exchange gain or loss recognized on such disposition will be ordinary gain or loss.

(h) **Medicare Tax**

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8% tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received under the Plan.

10.5 U.S. Federal Income Tax Consequences to U.S. Holders Regarding Owning and Disposing of the New GTT Term Loans

(a) **Issue Price**

The determination of issue price of each of the US Dollar denominated tranche and Euro denominated tranche of the New GTT Term Loan Facility for purposes of the analysis herein will depend, in part, on whether such debt instruments and other property issued to a U.S. Holder or the property surrendered under the Plan are treated as traded on an "established securities market." In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the issue date, (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (c) there are one or more "indicative" quotes available from at least one broker, dealer or pricing service for property. The issue price of a debt instrument that is traded on an established market (or that is issued for stock or securities so traded) would be the fair market value of such debt instrument (or such stock or securities so traded) on the issue date as determined by such trading; *provided*, that if both the property exchanged and the property received therefor are treated as traded, the trading price of the property so received controls. Subject to certain exceptions, the issue price of a debt instrument that is neither so traded nor issued for stock or securities so traded would be its stated principal amount (*provided*, that the interest rate on the debt instrument exceeds the applicable federal rate published by the IRS). Debt issues with a principal amount equal to or under $100 million are not treated as traded for these purposes. Since the U.S. Dollar denominated tranche and Euro denominated tranche of the New GTT Term Loan Facility may trade slightly differently, issue price of each of tranche may vary accordingly.

Where, as here, creditors receiving debt instruments are also receiving other property in exchange for their Claims, the "investment unit" rules under the Tax Code may also apply to the determination of the issue price for any debt instrument received in exchange for their Claims. In general, if all of the components (other than Cash) of the "investment unit" are publicly traded (as described above), then the issue price of the investment unit, as a whole, will be determined as the aggregate of the fair market value of each of the components of the "investment unit" allocating the issue price of the investment unit to each of the investment unit's components on the basis of each component's relative fair market value.

In general, a U.S. Holder of Claims must follow the Debtors' determination of issue price with respect to each debt instrument issued under the Plan, unless such U.S. Holder specifically discloses its disagreement with such determination on the U.S. Holder's own tax return. The Debtors will publish their determination of the issue price in accordance with applicable Treasury Regulations.

(b) **Interest (including OID) on the New GTT Term Loans**

Stated interest paid to a U.S. Holder will be includible in the U.S. Holder's gross income as ordinary interest income at the time interest is received or accrued in accordance with the U.S. Holder's regular method of tax accounting for U.S. federal income tax purposes.

If the "stated redemption price at maturity" of the New GTT Term Loans received by U.S. Holders exceeds the issue price of the New GTT Term Loans (as determined pursuant to the above discussion) by an amount equal to or greater than a statutorily defined *de minimis* amount, the New GTT Term Loans will be considered to be issued with OID for U.S. federal income tax purposes. The stated redemption price at maturity of the New GTT Term Loans is the total of all payments due on the New GTT Term Loan Facility other than payments of "qualified stated interest." In general, qualified stated interest is stated interest that is payable unconditionally in Cash or in property (other than debt instruments of the issuer) at least annually at a single fixed rate (or at certain qualifying floating rates).

For purposes of determining whether there is OID, the *de minimis* amount is generally equal to ¼ of 1% of the principal amount of the New GTT Term Loans multiplied by the number of complete years to maturity from their original issue date, or if the New GTT Term Loans provide for payments other than payments of qualified stated interest before maturity, multiplied by the weighted average maturity (as determined under applicable Treasury Regulations). If the New GTT Term Loans are issued with OID, a U.S. Holder generally (a) will be required to include the OID in gross income as ordinary interest income as it accrues on a constant yield to maturity basis over the term of the New GTT Term Loans, in advance of the receipt of the Cash attributable to such OID and regardless of the U.S. Holder's method of accounting for U.S. federal income tax purposes, but (b) will not be required to recognize additional income upon the receipt of any Cash payment on the New GTT Term Loans that is attributable to previously accrued OID that has been included in its income. If the amount of OID on the New GTT Term Loans is *de minimis*, rather than being characterized as interest, any payment attributable to the *de minimis* OID generally will be treated as gain from the sale of the New GTT Term Loan Facility, and a Pro Rata amount of such *de minimis* OID must be included in income as principal payments are received on the New GTT Term Loans.

(c) **Sale, Redemption, or Repurchase of Interests in the New GTT Term Loans**

Upon the sale, exchange or other taxable disposition of the New GTT Term Loan, a U.S. Holder generally will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other taxable disposition (other than accrued but unpaid interest, which will be taxable as interest) and the U.S. Holder's adjusted tax basis in their interest in the New GTT Term Loans. A U.S. Holder's initial tax basis in the New GTT Term Loans will be increased by any previously accrued OID and decreased by any payments on the New GTT Term Loans other than qualified stated interest. Any such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the interest in the New GTT Term Loans has been held for more than one year at the time of its sale, exchange or other taxable disposition, subject to the market discount rules discussed above. Certain non-corporate U.S. Holders (including individuals) may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. The deductibility of capital losses is subject to limitations as discussed above.

10.6 U.S. Federal Income Tax Consequences to U.S. Holders Regarding Owning and Disposing of Shares of New Equity Interests, Noteholder Warrants and Equityholder Warrants

(a) **Ownership and Disposition of Shares of New Equity Interests**

Any distributions made on account of the New Equity Interests will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the New Equity Interests, as determined under U.S. federal income tax principles. "Qualified dividend income" received by a non-corporate U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in the New Equity Interests. Any such distributions in excess of the U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

If no appropriate adjustment is made to the number of shares of New Equity Interests for which the Warrants may be exercised or to the exercise price of such Warrants, a constructive distribution may result that could be taxable to the holders of New Equity Interests.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

(b) **Sale, Redemption, or Repurchase of New Equity Interests and Warrants**

Unless a non-recognition provision applies, and subject to the market discount rules discussed above, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the New Equity Interests, subject to the market discount rules discussed above. Such capital gain will be long-term capital gain if at the time of the sale, redemption, or other taxable disposition, the U.S. Holder held the New Equity Interests for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described above.

(1) **Exercise of Warrants**

The exercise of Warrants by U.S. Holders generally will not give rise to the realization of gain or loss upon the exercise of such Warrants. A U.S. Holder's tax basis in the New Equity Interests received upon exercise of a Warrant will be equal to the sum of the holder's tax basis in such Warrant and the exercise price. U.S. Holders will commence a new holding period with respect to the New Equity Interests received upon exercise of a Warrant beginning on the date that such Warrant is exercised.

If the terms provide for any adjustment to the number of shares of New Equity Interests for which the Warrants may be exercised or to the exercise price of the Warrants, such adjustment may, under certain circumstances (such as when an adjustment is made to compensate the holder of a Warrant for a distribution of Cash or other property to shareholders), result in constructive distributions that could be taxable to the U.S. Holder of the Warrants.

(2) **Disposition or Lapse of the Warrants**

Sales or other taxable dispositions by U.S. Holders of the Warrants, or a lapse of the Warrants, generally will give rise to gain or loss equal to the difference between the amount realized on the disposition received (zero in the case of a lapse) and the U.S. Holder's tax basis in such Warrants. In general, gain or loss recognized on the sale, exchange or lapse of the Warrants will be capital gain or loss and, if the U.S. Holder's holding period for such Warrants exceeds one year, will be long-term capital gain or loss, subject to the market discount rules discussed above. Certain U.S. Holders, including individuals, are eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains realized. The deduction of capital losses against ordinary income is subject to limitations under the Tax Code, as discussed above.

(c) **Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders of Allowed Claims**

The following discussion assumes that the Debtors or Reorganized Debtors, as applicable, will undertake the Restructuring Transactions currently contemplated by the Plan and includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, and local and the non-U.S. tax consequences of the consummation of the Plan to such Non-U.S. Holder and the ownership and disposition of the New Equity Interests.

(1) **Gain Recognition**

Any gain realized by a Non-U.S. Holder on the exchange of its Claim-generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for a hundred and eighty-three (183) days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

(2) **Accrued but Unpaid Interest (or OID)**

Payments made to a Non-U.S. Holder under the Plan that are attributable to accrued but unpaid interest (or OID) generally will not be subject to U.S. federal income or withholding tax; *provided*, that (a) such Non-U.S. Holder is not a bank, (b) such Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock of GTT or the Reorganized Parent, as applicable, and (c) the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8) establishing that the Non-U.S. Holder is not a U.S. person, unless such interest (or OID) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (i) generally will not be subject to withholding tax, but (ii) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but unpaid interest (or OID) at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to accrued but unpaid interest (or OID) that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty, *provided* certification requirements as discussed below under "U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of New Equity Interests and New GTT Term Loan Facility — Dividends on New Equity Interests" are satisfied) on payments that are attributable to accrued but unpaid interest (or OID). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

10.7 U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of New Equity Interests and New GTT Term Loans

(1) **Dividends on New Equity Interests**

Any distributions made with respect to New Equity Interests will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the New Equity Interests, as determined under U.S. federal income tax principles. Except as described below, dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are not effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if required by an applicable income tax treaty, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E, as applicable (or a successor form), or other applicable IRS Form W-8, upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if required by an applicable income tax treaty, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will not be subject to withholding tax, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or a successor form). However, such dividends generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

(2) **Sale, Redemption, or Repurchase of New Equity Interests**

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a Cash redemption) of New Equity Interests unless: (a) such Non-U.S. Holder is an individual who is present in the United States for a hundred eighty-three (183) days or more in the taxable year of disposition and certain other conditions are met; (b) such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or (c) the Reorganized Parent is or has been during a specified testing period a "United States real property holding corporation" for U.S. federal income tax purposes (a "USRPHC").

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of New Equity Interests. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). Because the determination of whether GTT or any of the Reorganized Debtors is a USRPHC depends, however, on the fair market value of its U.S. real property interests relative to the fair market value of its non-U.S. real property interests and its other business assets, there can be no assurance such entity is not a USRPHC or will not become one in the future. Based on the Reorganized Debtors' current business plans and operations, the Debtors do not anticipate that GTT is or was, or that any of the Reorganized Debtors will be a USRPHC.

(3) **Payments on New GTT Term Loans**

The following discussion applies only to the New GTT Term Loans that are denominated in U.S. Dollars and issued by GTT.

Subject to the discussion below regarding "FATCA," payments to a Non-U.S. Holder with respect to the New GTT Term Loans that are treated as interest, including payments attributable to any OID (see discussion above) generally will not be subject to U.S. federal income or withholding tax, *provided* that (a) such Non-U.S. Holder is not a bank, (b) such Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock of GTT or the Reorganized Parent, as applicable, and (c) the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8) establishing that the Non-U.S. Holder is not a U.S. person, unless such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (a) generally will not be subject to withholding tax, but (b) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the interest (or OID) at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

Subject to the discussion below regarding "FATCA," a Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on payments that are attributable to interest, including any OID.

For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

(4) Sale, Exchange or Other Disposition of New GTT Term Loans

Subject to the discussion below regarding "FATCA," any gain recognized by a Non-U.S. Holder on the sale, exchange or other disposition of interests in New GTT Term Loans (other than an amount representing accrued but unpaid interest (or OID) on the New GTT Term Loans, which is subject to the rules discussed above under "Payments on New GTT Term Loan Facility") generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for a hundred and eighty-three (183) days or more during the taxable year in which the disposition occurs and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange in the same manner as a U.S. Holder. Subject to the discussion below regarding "FATCA," in order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

10.8 FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income (including dividends, if any, on shares of New Equity Interests and U.S.-source interest (including OID) paid in respect of instruments such as the New GTT Term Loan Facility). FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

BOTH U.S. HOLDERS AND NON-U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE POSSIBLE IMPACT OF THE FATCA RULES ON SUCH HOLDERS' EXCHANGE OF ANY OF THEIR CLAIMS PURSUANT TO THE PLAN AND ON THEIR OWNERSHIP OF LOANS PROVIDED UNDER THE NEW GTT TERM LOAN FACILITY.

10.9 <u>Information Reporting and Backup Withholding</u>

The Debtors will withhold all amounts required by law to be withheld from payments of interest and dividends. The Debtors will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 or, in the case of Non-U.S. Holder, such Non-U.S. Holder provides a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). The current backup withholding rate is 24%. Backup withholding is not an additional tax but is, instead, an advance payment that may entitle the Holder against whom such withholding is made to a refund from the IRS to the extent the withholding results in an overpayment of tax or a credit against the Holder's U.S. federal income tax liability, *provided*, that the required information is provided to the IRS.

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these rules in the Treasury Regulations and require disclosure on the Holders' tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM UNDER THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, NON-U.S., NON-INCOME, OR OTHER TAX LAWS, OF ANY APPLICABLE INCOME TAX TREATY, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

ARTICLE XI

CONCLUSION AND RECOMMENDATION

The Debtors believe that Confirmation and Consummation of the Plan is preferable to all other alternatives. Consequently, the Debtors urge all Holders of Claims entitled to vote to accept the Plan and to evidence such acceptance by returning their Ballots so they will be received by the Solicitation Agent no later than 5 p.m. (prevailing Eastern Time) on October 26, 2021.

Dated: September 24, 2021

Respectfully submitted,

GTT Communications, Inc.
on behalf of itself and each of its Debtor Affiliates

By: /s/
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