



Valued INAP Stakeholder:

You are receiving the attached notice related to the Chapter 11 filing of INAP and its U.S. subsidiaries. This notice is intended to let you know that INAP announced on March 16, 2020 that its U.S. entities and subsidiaries filed voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York. In conjunction with this filing, our lenders have agreed to provide INAP with additional financing that will total \$75 million. This financing, combined with INAP's existing operating cash flows, will allow all of INAP's businesses to continue operating uninterrupted and as usual. We expect to emerge within a couple of months financially stronger and well positioned to deliver our comprehensive portfolio of premium data center infrastructure, best-in-class cloud solutions and high-performance network services well into the future.

Please know that we do not expect the Chapter 11 process to impact our relationship with the vast majority of our stakeholders. INAP is continuing to operate as usual – providing the same high level of service and continuing to meet our obligations.

The attached notice, which is known as the Notice of Commencement (NOC), is intended to inform recipients of INAP's Chapter 11 filing and provide additional information about the Chapter 11 cases. We want to assure you that these notices are typical of the Chapter 11 process and are sent out to various stakeholders, including current and former employees, investors, vendors, landlords, and certain customers, among others. You may continue to receive notices like these as the case progresses. **This notice has no effect on your continued relationship with INAP and does not require any action on your part.**

We are committed to keeping you updated. In the meantime, if you have any questions, please call our dedicated hotline at (877) 720-6575 toll free or (646) 214-8809 internationally.

Best,

Peter Aquino, Chairman and CEO

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COMMISSION  
CLERK

<b>Information to identify the case:</b>			
Debtor Name	Internap Technology Solutions Inc., et al.	EIN	8 4 - 4 8 8 3 4 3
United States Bankruptcy Court for the	Southern	District of	New York
		(State)	
Case number:	20-22393-RDD	[Date case filed for chapter 11	03/16/2020 MM / DD / YYYY OR
		[Date case filed in chapter	MM / DD / YYYY
		Date case converted to chapter 11	MM / DD / YYYY

**Official Form 309F (For Corporations or Partnerships)**

**Notice of Chapter 11 Bankruptcy Case**

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at [www.pacer.gov](http://www.pacer.gov)).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

**Do not file this notice with any proof of claim or other filing in the case.**

<b>1. Debtor's full name</b> See Schedule 1 for all Debtor names			
<b>2. All other names used in the last 8 years</b> See Schedule 2			
<b>3. Address</b> 12120 Sunset Hills Road Suite 330 Reston, VA 20190			
<b>4. Debtor's attorney</b> Milbank LLP, 55 Hudson Yards, New York, NY 10001 Name and address Attn: Dennis F. Dunne, Abhilash M. Raval, Tyson Lomazow		Contact phone	(212) 530-5000
		Email	ddunne@milbank.com
<b>5. Bankruptcy clerk's office</b> Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="http://www.pacer.gov">www.pacer.gov</a> .		Hours open	8:30 a.m. to 5:00 p.m.
		Contact phone	(914) 467-7250
<b>6. Meeting of creditors</b> The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.		Date	at Time Location:
		The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	

For more information, see page 2 ►

**7. Proof of claim deadline**

**Deadline for filing proof of claim:**

Not yet set. If a deadline is set, the court will send you another notice.

A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at [www.uscourts.gov](http://www.uscourts.gov) or any bankruptcy clerk's office.

Your claim will be allowed in the amount scheduled unless:

- your claim is designated as *disputed, contingent, or unliquidated*;
- you file a proof of claim in a different amount; or
- you receive another notice.

If your claim is not scheduled or if your claim is designated as *disputed, contingent, or unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.

You may review the schedules at the bankruptcy clerk's office or online at [www.pacer.gov](http://www.pacer.gov).

Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.

**8. Exception to discharge deadline**

The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.

If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.

**Deadline for filing the complaint:**

TBD

**9. Creditors with a foreign address**

If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

**10. Filing a Chapter 11 bankruptcy case**

Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.

**11. Discharge of debts**

Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.

**If you have questions about this notice, please call (877) 720-6575 (US/Canada toll free) or (646) 214-8809 (International), email [inapinfo@primeclerk.com](mailto:inapinfo@primeclerk.com) or visit <http://cases.primeclerk.com/inap>.**

**Schedule 1**

<b>Company</b>	<b>Case Number</b>	<b>Tax ID Number</b>	<b>Date Filed</b>	<b>District</b>
Internap Technology Solutions Inc.	<b>20-22939 (RDD)</b>	84-4888343	March 16, 2020	S.D.N.Y.
Internap Corporation	<b>20-22394 (RDD)</b>	91-2145721	March 16, 2020	S.D.N.Y.
Ubersmith, Inc.	<b>20-20002 (RDD)</b>	82-0567677	March 16, 2020	S.D.N.Y.
SingleHop, LLC	<b>20-22399 (RDD)</b>	32-0374340	March 16, 2020	S.D.N.Y.
Internap Connectivity LLC	<b>20-22396 (RDD)</b>	80-0827920	March 16, 2020	S.D.N.Y.
Hosting Intellect, LLC	<b>20-22398 (RDD)</b>	46-5268435	March 16, 2020	S.D.N.Y.
DataGram, LLC	<b>20-20001 (RDD)</b>	47-3423170	March 16, 2020	S.D.N.Y.

**Schedule 2**

<b>All Other Names Debtors Used In The Last 8 Years</b>	
<b>Internap Corporation</b>	<b>INAP Internap Network Services Corporation</b>
<b>Hosting Intellect, LLC</b>	<b>Server Intellect, LLC</b>

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

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In re:	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 (RDD)
<i>et al.</i>	)	
	)	Jointly Administered
Debtors. <sup>1</sup>	)	

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**NOTICE OF ENTRY OF AN ORDER ESTABLISHING A  
RECORD DATE FOR NOTICE AND SELL-DOWN  
PROCEDURES FOR TRADING IN CERTAIN CLAIMS  
AGAINST THE DEBTORS' ESTATES**

**TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE  
BANKRUPTCY CODE) THAT HOLD CLAIMS AGAINST THE DEBTORS:**

**PLEASE TAKE NOTICE THAT** on March 16, 2020 (the "Petition Date"), the above-captioned debtors in possession (collectively, the "Debtors") filed a petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of the Debtors' estate or property from the Debtors' estate or to exercise control over property of the Debtors' estate.

**PLEASE TAKE FURTHER NOTICE THAT** on the Petition Date, the Debtors filed the *Debtors' Motion for Entry of an Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates* [Docket No. 14] (the

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

“Motion”).

**PLEASE TAKE FURTHER NOTICE THAT** on March 19, 2020, the Bankruptcy Court entered the *Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors’ Estates* [Docket No. 43] (the “Record Date Order”) establishing an effective date for notice and the Sell-Down Procedures (as defined in the Motion) for trading in claims against the Debtors’ estates. The “Record Date” is the Petition Date, namely March 16, 2020.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Record Date Order, claimholders and potential purchasers of claims against the Debtors are hereby notified that, if the Bankruptcy Court ultimately approves a Sell-Down Order, claimholders that acquire claims after the Record Date and that would own more than 4.5 percent of the stock of the reorganized Debtors under the Debtors’ plan of reorganization may be subject to a required sell-down of all or a portion of any claims purchased after the Record Date.

**PLEASE TAKE FURTHER NOTICE THAT** if the Bankruptcy Court ultimately approves a Sell-Down Order, all persons or entities that would own more than 4.5 percent of the equity of the reorganized Debtors under the Debtors’ plan of reorganization shall be required to identify themselves and provide certain holdings information to the Debtors after the Bankruptcy Court’s approval of the disclosure statement which identifies potential recoveries for creditors.

**PLEASE TAKE FURTHER NOTICE THAT** complete copies of the Motion and Record Date Order, with additional information about the Record Date and possible Sell-Down Order, are available via PACER on the Bankruptcy Court’s website at <https://www.pacer.gov/login.html> for a fee, or free of charge by accessing the Debtors’ restructuring website at <http://cases.primeclerk.com/INAP>.

**PLEASE TAKE FURTHER NOTICE THAT**, the entry of the Record Date Order shall in no way prejudice the rights of any party to oppose the entry of a Sell-Down Order, on any grounds, and that all parties' rights are expressly preserved hereby.

**PLEASE TAKE FURTHER NOTICE THAT** the requirements set forth in the Record Date Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

New York, New York  
Dated: March 20, 2020

/s/ Dennis F. Dunne  
Dennis F. Dunne  
Abhilash M. Raval  
Tyson Lomazow  
**MILBANK LLP**  
55 Hudson Yards  
New York, NY 10001  
(212) 530-5000  
Email: ddunne@milbank.com  
araval@milbank.com  
tlomazow@milbank.com

*Proposed Counsel to Debtors and Debtors in Possession*



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

In re:	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 ( <u>RDD</u> )
<i>et al.</i>	)	
	)	Jointly Administered
Debtors. <sup>1</sup>	)	

**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 BANKRUPTCY  
CASES, (II) HEARING ON THE DISCLOSURE STATEMENT,  
CONFIRMATION OF THE PREPACKAGED PLAN AND RELATED  
MATTERS, AND (III) CERTAIN OBJECTION DEADLINES**

**NOTICE IS HEREBY GIVEN** as follows:

On March 16, 2020 (the “Petition Date”), the above-captioned debtors in possession (the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”) the *Debtors’ Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as amended, supplemented, or otherwise modified from time to time, the “Plan”) and related disclosure statement [Docket No. 18] (as amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”).<sup>2</sup> Copies of the Plan and the Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors’ solicitation agent, Prime Clerk LLC (the “Solicitation Agent”), at <https://cases.primeclerk.com/inap>, (ii) calling the Solicitation Agent at (877) 720-6575 (US Toll-Free) or (646) 214-8809 (International), or (iii) sending an electronic mail message to: [inapinfo@primeclerk.com](mailto:inapinfo@primeclerk.com).

The Plan is a “prepackaged” plan of reorganization. The primary purpose of the Plan is to implement an equitization of a significant portion of the Debtors’ secured debt and to provide sufficient liquidity upon emergence. The Debtors believe that any valid alternative to the confirmation of the Plan would result in significant delays, litigation, and additional costs, ultimately jeopardizing recoveries of the Debtors’ creditors.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

### **Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Plan**

A hearing on the adequacy of the Disclosure Statement and the confirmation of the Plan (the “Combined Hearing”) will be held before Judge Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY, on May 4, 2020, at 2:00 p.m. (ET). Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than announcement in open court or notice on the Court’s docket.

### **Information Regarding the Plan**

**Voting Record Date.** Solicitation of votes on the Plan commenced prior to the Petition Date. **March 11, 2020** was the date used for determining which holders of Claims in the Voting Class were entitled to vote on the Plan.

**Objections.** The deadline for filing objections (each, an “Objection”) either to the adequacy of the Disclosure Statement or to the confirmation of the Plan is **April 27, 2020 at 4:00 p.m. (ET)**. All Objections must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of New York; (c) state the name and address of the objecting party and the amount and nature of the Claim beneficially owned by the objector; (d) state with particularity the legal and factual basis for the objection, and, if practicable, a proposed modification to the Plan or the Disclosure Statement that would resolve the Objection; and (e) served by personal service or by overnight delivery, so as to be actually received no later than 4:00 p.m. (ET) on April 27, 2020 by the Objection Notice Parties (as defined in the Scheduling Order).

### **CRITICAL INFORMATION REGARDING THE PLAN**

**ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE.**

Objections must be filed with the Court and served, so as to be **actually received** no later than **April 27, 2020 at 4:00 p.m. (ET)**, by those parties who have filed a notice of appearance in the chapter 11 cases as well as the following parties:

**Debtors**

**Internap Corp.**  
12120 Sunset Hills Road  
Suite 330  
Reston, VA 20190  
Attn: Richard Diegnan, EVP, General Counsel &  
Corporate Secretary

**Proposed Counsel to the Debtors**

**Milbank LLP**  
55 Hudson Yards  
New York, NY 10001  
Attn: Dennis F. Dunne, Esq., Abhilash M. Raval,  
Esq., and Tyson Lomazow, Esq.

**Counsel to the Ad Hoc Group of  
Prepetition and Post-Petition Lenders**

**Gibson, Dunn & Crutcher LLP**  
200 Park Avenue  
New York, New York 10166  
Attn: Scott J. Greenberg, Esq., Steven A.  
Domanowski, Esq., and Matthew K. Kelsey, Esq.

**United States Trustee**

**Office of the United States Trustee  
for the Southern District of New York**  
201 Varick Street, Room 1006  
New York, NY 10014  
Attn: Susan Arbeit, Esq. and Richard C.  
Morrisey, Esq.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH  
THIS NOTICE IT MAY NOT BE CONSIDERED BY THE COURT.**

**Notice of Assumption of Executory Contracts and  
Unexpired Leases of Debtors and Related Procedures**

**PLEASE TAKE FURTHER NOTICE** that, all Executory Contracts and Unexpired Leases of the Debtors shall be deemed assumed (or amended and assumed, as applicable) by the applicable Debtor counterparty in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code and in accordance with Article VI of the Plan.

**PLEASE TAKE FURTHER NOTICE** that any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in cash on the Effective Date or in the ordinary course of business, subject to the limitation described in Article VI, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree without further order of the Bankruptcy Court. **The Debtors propose that the amount of cure payments to be paid to with respect to each Executory Contract and Unexpired Lease that is assumed under the Plan shall be \$0.00 unless the Debtors otherwise notify the counterparty of a different cure amount on or before April 13, 2020.**

**PLEASE TAKE FURTHER NOTICE** that in the event of a dispute regarding (1) the amount of any cure payments, (2) the ability of the applicable Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, you must (a) file with the Bankruptcy Court a written objection (the “Objection”) that complies with the Bankruptcy Rules and the Bankruptcy Local Rules and sets forth (i) the basis for such objection and specific grounds therefor, and (ii) the name and contact information of the person authorized to resolve such objection, and (b) serve the same on the parties listed below, so that such Objection is actually received no later than **April 27, 2020 at 4:00 p.m. (ET)** (the “Assumption Objection Deadline”):

- a. the Debtors, c/o Internap Corp., 12120 Sunset Hills Road, Suite 330, Reston, VA 20190  
Attn: Richard Diegnan, EVP, General Counsel & Corporate Secretary;
- b. proposed counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, NY 10001,  
Attn: Dennis F. Dunne, Esq. (ddunne@milbank.com), Abhilash M. Raval, Esq. (araval@milbank.com), and Tyson Lomazow, Esq. (tlomazow@milbank.com);
- c. counsel to the ad hoc group of prepetition and post-petition lenders, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Steven A. Domanowski, Esq. (sdomanowski@gibsondunn.com), and Matthew K. Kelsey, Esq. (mkelsey@gibsondunn.com); and
- d. the Office of the United States Trustee, 201 Varick Street, Room 1006, New York, NY 10014, Attn: Attn: Susan Arbeit, Esq. and Richard C. Morrissey, Esq.

**PLEASE TAKE FURTHER NOTICE** that if no Objection is timely received, assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and

payment of the applicable cure amount, shall result in the full release and satisfaction of any 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 proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that the Debtors request that, before filing an Objection, you contact the Debtors prior to the Assumption Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact for such matters is Dennis F. Dunne, Esq. (ddunne@milbank.com), Abhilash M. Raval, Esq. (araval@milbank.com), and Tyson Lomazow, Esq. (tlomazow@milbank.com), Milbank LLP, at 212-530-5000. If such dispute cannot be resolved consensually prior to the Assumption Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve an Objection as set forth herein to preserve your right to object.

**PLEASE TAKE FURTHER NOTICE** that if a timely Objection is filed and served in accordance with this notice pertaining to assumption of an Executory Contract or Unexpired Lease, and cannot be otherwise resolved by the parties, the Bankruptcy Court may hear such Objection at a date set by the Bankruptcy Court.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

### Summary of Plan Treatment<sup>3</sup>

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests:

Class	Claim/ Interest	Treatment of Claim/Interest	Estimated Recovery Under Plan
1	Priority Non-Tax Claims	Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 1 Claim shall (i) receive from each relevant Reorganized Debtor, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, payment equal to the Allowed amount of such Claim, in Cash, on the later of the Effective Date and the date such Claim becomes due and payable in the ordinary course of business or (ii) be otherwise rendered Unimpaired.	100%
2	Other Secured Claims	Except to the extent such holder agrees to less favorable treatment, each holder of an Allowed Class 2 Claim will receive from each relevant Reorganized Debtor (i) 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, in each case, or as soon as reasonably practicable thereafter, or (ii) such other treatment so as to render the holder of such Allowed Other Secured Claim unimpaired.	100%
3	Existing Loan Claims	On the Effective Date, each holder of an Allowed Class 3 Claim shall receive its Pro Rata share of (i) commitments under the New Term Loan Facility, in the aggregate principal amount equal to the New Term Loan Facility Principal Amount; and (ii) 100% of New Common Equity, subject to dilution by the Management Incentive Plan and the New Common Equity Warrants. The receipt of such consideration shall be deemed, as of the Effective Date, to be in full	54.6-81.5%

<sup>3</sup> This is a summary of the provisions contained in the Plan, which does not purport to be a complete description of all the terms and provisions of the Plan or any documents referred therein. To the extent there is a discrepancy between this Notice and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

		and final satisfaction, settlement, release, and discharge of, and in exchange for, such holder's Allowed Class 3 Claim against each Debtor.	
4	General Unsecured Claims	Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 4 Claim shall receive from each relevant Reorganized Debtor, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, (i) payment equal to the Allowed amount of such Claim, in Cash, as and when such Claim becomes due and payable in the ordinary course of the applicable Debtor's business or in accordance with applicable court order (plus any interest accrued after the Petition Date with respect to such Claim to the extent required by law to render such Claim Unimpaired, as determined by the Debtors or ordered by the Bankruptcy Court), or (ii) such other treatment that renders such holder Unimpaired.	100%
5	Intercompany Claims	No property will be distributed to holders of Allowed Intercompany Claims. Each holder of an Allowed Class 5 Claim shall (i) have its Claim be reinstated or released and cancelled, to the extent determined appropriate by the Debtors and the Required Consenting Lenders, or (ii) receive such other treatment that renders such holder Unimpaired.	0% or 100%
6	Intercompany Interests	No property will be distributed to holders of Allowed Intercompany Interests. Each holder of an Allowed Interest in Class 6 shall (i) have its Interest be reinstated solely to the extent necessary to maintain the Debtors' corporate structure, or (ii) receive such other treatment that renders such holder Unimpaired.	0% or 100%
7	Subordinated Claims	All Allowed Subordinated Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Claims will not receive any distribution on account of such Allowed Subordinated Claims.	0%
8	Existing Equity Interests	All Existing Equity Interests will be cancelled, released, and extinguished as of the Effective Date, and holders of Existing Equity Interests shall not	N/A

	<p>receive or retain any property under the Plan on account of such Existing Equity Interests.</p> <p>Notwithstanding the foregoing, each holder of Existing Equity Interests that (i) is a beneficial holder of INAP's common stock as of the Effective Date and (ii) executes an Existing Equity Release in accordance with the Existing Equity Notice Materials will, on or after the Effective Date, receive its Pro Rata share of the New Common Equity Warrants (subject to the Fractional Warrant Distribution Provision), which shall come from amounts that holders of Existing Term Loan Claims would otherwise be entitled to receive under the Plan. For the avoidance of doubt, holders of Existing Loan Claims shall relinquish all right to and/or claim in or to receive the New Common Equity Warrants pursuant to the Plan.</p>	
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## Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains the following release, exculpation, and injunction provisions:

### *A. Relevant Definitions*

*“Exculpated Parties”* means, collectively, and in each case in their capacities as such during the Chapter 11 Cases, (i) the Debtors, (ii) the Reorganized Debtors, (iii) any statutory committee appointed in the Chapter 11 Cases, (iv) the parties to the Restructuring Support Agreement, (v) the DIP Facility Agent and the DIP Facility Lenders under the DIP Facility Agreement, (vi) the Existing Credit Facility Agent and Existing Lenders under the Existing Credit Facility Documents; (vii) the Priority Exit Facility Agent and the Priority Exit Facility Lenders under the Priority Exit Facility Agreement, (viii) the New Term Loan Facility Agent and the New Term Loan Facility Lenders under the New Term Loan Facility Agreement, (ix) the Consenting Lenders, and (x) with respect to each of the foregoing Entities in clauses (i) through (ix), each of such Entity’s current and former affiliates, and each such Entity’s predecessors, successors, assigns, subsidiaries, affiliates, managed accounts and funds, and all of their respective 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, investment managers, investment advisors, management companies, fund advisors, and other professionals, and such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such.

*“Released Parties”* means all of the following, each in their respective capacities as such: (i)(a) the Debtors, (b) the Reorganized Debtors, (c) holders of Existing Equity Interests who execute the Existing Equity Release in accordance with the Existing Equity Notice Materials, (d) each of the foregoing Entities’ in clauses (i)(a) through (i)(c), each of such Entity’s successors, assigns, current and former shareholders, subsidiaries, directors, officers, funds, affiliates, members, employees, partners, limited partners, general partners, members, management companies, investment managers, investment advisors, investment bankers, financial advisors, restructuring advisors, accountants, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such); and (ii)(a) the Consenting Lenders; (b) the Existing Credit Facility Agent; (c) the Existing Lenders; (d) the DIP Facility Lenders ; (e) the DIP Facility Agent, (f) the Priority Facility Agent; (g) the Priority Exit Facility Lenders; (h) the New Term Loan Facility Agent; (i) the New Term Loan Facility Lenders; and (j) with respect to each of the foregoing parties in clauses (ii)(a) through (ii)(i), each of such Entity’s successors, assigns, current and former shareholders, subsidiaries, directors, officers, funds, affiliates, members, employees, partners, limited partners, general partners, members, management companies, investment managers, investment advisors, investment bankers, financial advisors, restructuring advisors, accountants, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such).

*“Releasing Parties”* means all of the following, each in their respective capacities as such: (i) the Debtors; (ii) the Released Parties (each in their capacity as such); (iii) the holders of all Claims who vote to accept the Plan, (iv) holders of Existing Equity Interests who execute the Existing

Equity Release in accordance with the Existing Equity Notice Materials, and (v) the holders of all Claims or Interests to the maximum extent permitted by law.

*B. Discharge of Claims and Termination of Interests*

Except as otherwise provided in the Plan, effective as of the Effective Date of each applicable Debtor: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge and release of all claims and interests of any nature whatsoever, including any interest accrued on such claims from and after the Petition Date, against the applicable Debtors or any of their assets, property or estates; (b) the Plan shall bind all holders of Claims against and Interests in such Debtors, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged and released in full, and such Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be precluded from asserting against such Debtors, such Debtors' estates, the applicable 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 before the Effective Date.

*C. Release of Liens*

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the Priority Exit Facility Documents and the New Term Loan Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the Priority Exit Facility Documents and the New Term Loan Facility Documents, 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 each of their successors and assigns, and the Priority Exit Facility Agent, the New Term Loan Facility Agent, the DIP Facility Agent, and the Existing Credit Facility Agent shall be authorized to release any such mortgages, deeds of trust, Liens, pledges or other security interests held by such holder and to take such actions as may be requested by the Reorganized Debtors to evidence the release of such mortgages, deeds of trust, Liens, pledges or other security interests, including the execution, delivery and filing or recording of any related releases or discharges as may be requested by the Reorganized Debtors or may be required in order to effectuate the foregoing.

*D. Releases of Released Parties*

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to applicable bankruptcy law, of the releases described in this **Error! Reference source not found.**D and shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by this **Error! Reference source not found.**D; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and

(6) a bar to any Entity (including the Debtors) asserting any claim or Cause of Action released pursuant to this **Error! Reference source not found..D.**

1. Releases by the Debtors

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, the applicable Debtors and the Estates are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged each Released Party from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity, or otherwise, that the Debtors or the Estates 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 Entity (including any Debtor), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility Claims, the Existing Revolving Loan Claims, the Existing Term Loan Claims, the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or dissemination of: (i) the Plan (including, for the avoidance of doubt, the Plan Supplement), (ii) the Working Capital Exit Facility; (iii) the Priority Exit Facility; (iv) the New Term Loan Facility, (v) the Disclosure Statement, (vi) the Restructuring Support Agreement, (vii) the DIP Loan Documents, or (viii) related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan or the New Credit Facility Documents.

2. Releases by Holders of Claims or Interests

Except as otherwise expressly provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have

been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any Debtor), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility Claims, the Existing Revolving Loan Claims, the Existing Term Loan Claims, the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, consummation, or dissemination of: (i) the Plan (including, for the avoidance of doubt, the Plan Supplement), (ii) the Working Capital Exit Facility, (iii) the Priority Exit Facility, (iv) the New Term Loan Facility, (v) the Disclosure Statement, (vi) the Restructuring Support Agreement, (vii) the DIP Loan Documents, or (viii) related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence. For the avoidance of doubt, the releases described in this Article VIII.D.2 do not release any Claims or Interests under Classes 1, 2, 4, 5 (to the extent Unimpaired) or 6 (to the extent Unimpaired). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan or the New Credit Facility Documents.

#### *E. Exculpation*

To the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party shall be released and exculpated from, any claim or Cause of Action in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the DIP Facility, the Working Capital Exit Facility, the Priority Exit Facility, the New Term Loan Facility, the Management Incentive Plan, the Disclosure Statement, the Restructuring Supporting Agreement, the Restructuring Transactions, and the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance or distribution of securities under or in connection with the Plan; the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors under or in connection with the Plan; or the transactions in furtherance of any of the foregoing; other than claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes intentional fraud or willful misconduct as determined by a Final Order, but in all respects such Persons 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 acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities 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, including the issuance of securities thereunder. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the

exculpation set forth above does not exculpate any post-Effective Date obligations of any party or Entity under the Plan or the New Credit Facility Documents.

*F. Injunction*

The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

**Section 341(a) Meeting**

A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “Section 341(a) Meeting”) has been deferred. The Section 341(a) Meeting will not be convened if the Plan is confirmed by May 10, 2020. If the Section 341(a) Meeting is convened, the Debtors will file a notice of, among other things, the date, time, and place of the Section 341(a) Meeting and (i) post it on the website at <https://cases.primeclerk.com/inap>, not less than fourteen (14) days before the date scheduled for such meeting, and (ii) serve it on the same parties served with this Combined Notice and any other parties entitled to notice pursuant to the Bankruptcy Rules.

New York, New York  
Dated: March 19, 2020

/s/ Dennis F. Dunne

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*Proposed Counsel to Debtors and Debtors in Possession*

**If you have questions about this notice, please call (877) 720-6575 (US/Canada toll free) or (646) 214-8809 (International), email [inapinfo@primeclerk.com](mailto:inapinfo@primeclerk.com) or visit <http://cases.primeclerk.com/inap>.**