

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 22, 2019

Fusion Connect, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

001-32421

58-2342021

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

210 Interstate North Parkway, Suite 300, Atlanta, Georgia 30339

(Address of Principal Executive Offices, including Zip Code)

(212) 201-2400

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 7.01. Regulation FD Disclosure.

As previously reported, on June 3, 2019 Fusion Connect, Inc. ("Fusion") and its U.S. subsidiaries (collectively, the "Debtors" and together with their non-debtor Canadian subsidiaries, the "Company") filed voluntary petitions (and the cases commenced thereby, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). The Chapter 11 Cases are being jointly administered under the caption *In re Fusion Connect, Inc.* (Case No. 19-11811). The Debtors are operating their businesses as "debtors in possession" under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code.

As previously disclosed, in connection with the Chapter 11 Cases, the Debtors filed the *Joint Chapter 11 Plan of Fusion Connect, Inc. and Its Subsidiary Debtors* (the "Plan") and the related disclosure statement (the "Disclosure Statement") with the Court. Terms used but not otherwise defined in this Form 8-K have the meanings ascribed to them in the Disclosure Statement.

In connection with the Chapter 11 Cases, the Company entered into a Restructuring Support Agreement, dated as of June 3, 2019, (as amended, the "RSA"), with the lenders holding more than 66 2/3% of the aggregate outstanding principal amount of the loans under that certain First Lien Credit and Guaranty Agreement, dated as of May 4, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof) (the "Prepetition First Lien Loans"), by and among Fusion, as borrower, certain subsidiaries of Fusion, as guarantors, Wilmington Trust, National Association, as administrative agent and collateral agent ("Wilmington Trust"), and the lenders party thereto.

On July 3, 2019, the Court entered an order (the "Bidding Procedures Order") approving, among other things, the bidding procedures authorizing the Debtors to solicit bids with respect to the sale of the Debtors' U.S. and Canadian businesses pursuant to the procedures set forth therein. The Debtors and their advisors have evaluated the indications of interests received and communicated with numerous interested potential bidders. Based on the Debtors' analysis, with support of each of the Consultation Parties (as defined in the Bidding Procedures Order), the Debtors have now determined to terminate the sale and marketing process with respect to their U.S. business and pursue a Reorganization Transaction (as defined in the Plan). The Debtors will continue to pursue a sale process with respect to their Canadian business.

On August 27, 2019, the Debtors filed a *Notice of Election to Pursue Reorganization Transaction and Termination of U.S. Sale Process* with the Court (the “Notice of Election”). As described in the Notice of Election and pursuant to the RSA, New Equity Interests will be distributed to the holders of Allowed First Lien Claims (each as defined in the Plan). Pursuant to the RSA, the Requisite First Lien Lenders (as defined in the RSA) have consented to the termination of the Debtors’ sale and marketing process for the Debtors’ U.S. business and the pursuit of the Reorganization Transaction.

The foregoing description of the Notice of Election does not purport to be complete, and is qualified in its entirety by, the full text of such document, a copy of which is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information being furnished under this Item 7.01 pursuant to this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other document filed by the Company under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01. Other Events.

As previously reported, the Company entered into that certain Superpriority Secured Debtor-in-Possession Credit and Guaranty Agreement, dated as of June 7, 2019, as amended by that certain Amendment No.1, dated as of June 17, 2019, that certain Amendment No. 2, dated as of June 24, 2019, that certain Amendment No. 3, dated as of June 28, 2019, that certain Amendment No. 4, dated as of July 17, 2019, that certain Amendment No. 5, dated as of July 19, 2019, that certain Amendment No. 6, dated July 26, 2019, that certain Amendment No. 7, dated August 8, 2019, and as further amended, restated, supplemented, amended and restated or otherwise modified from time to time (the “DIP Credit Agreement”), by and among Fusion, as borrower, certain subsidiaries of the Fusion, as guarantors, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent. On August 22, 2019, the Company entered into the eighth amendment and waiver to the DIP Credit Agreement (“Amendment No. 8”) to: (i) extend the deadline for delivering to the administrative agent and the lenders, as applicable, the Company’s quarterly financial statements for the fiscal quarters ended March 31, 2019 and June 30, 2019, to November 12, 2019, (ii) extend the deadline for delivering the quality of earnings report to August 23, 2019, and (iii) waive, with retroactive effect, any default that may have arisen from the Company’s failure to comply with the covenant relating to the delivery of quarterly financial statements for the fiscal quarters ended March 31, 2019 and June 30, 2019 together with a financial officer certification and an auditors review letter, certain compliance certificates, and a due diligence quality of earnings report. A copy of Amendment No. 8 is filed as Exhibit 99.2 hereto and is incorporated herein by reference.

The foregoing description of Amendment No. 8 does not purport to be complete and is subject to, and qualified in its entirety by, the full text of Amendment No. 8, a copy of which is filed as Exhibits 99.2 hereto.

Cautionary Statements Regarding Trading in Fusion's Securities

Fusion cautions that trading in its securities during the pendency of the Chapter 11 Cases is highly speculative and poses substantial risks. Trading prices for Fusion's securities may bear little or no relationship to the actual recovery, if any, by holders of Fusion's securities in the Chapter 11 Cases.

Cautionary Statements Regarding Forward-Looking Information

Certain statements in this Form 8-K constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Statements that are not historical fact are forward-looking statements. Certain of these forward-looking statements can be identified by the use of words such as "believes," "anticipates," "expects," "intends," "plans," "projects," "estimates," "assumes," "may," "should," "could," "shall," "will," "seeks," "targets," "future," or other similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors, and the Company's actual results, performance or achievements could differ materially from future results, performance or achievements expressed in these forward-looking statements. Such statements include, but are not limited to, statements relating to: the terms of and potential transactions contemplated by the Plan and the Disclosure Statement, the Chapter 11 Cases and Court proceedings, management's strategy, plans, opportunities, objectives, expectations, or intentions, and descriptions of assumptions underlying any of the above matters and other statements that are not historical fact.

These forward-looking statements are based on the Company's current beliefs, intentions and expectations and are not guarantees or indicative of future performance, nor should any conclusions be drawn or assumptions be made as to the outcome of any potential transactions or strategic initiatives the Company considers. Risks and uncertainties relating to the proposed restructuring include: the ability of the Company to comply with the terms of the RSA and DIP Facility, including completing various stages of the restructuring within the dates specified in the RSA and DIP Facility, ability of the Company to obtain requisite support for the restructuring from various stakeholders, ability of the Plan to satisfy all requirements necessary for confirmation by the Court, ability of the Company to successfully execute the transactions contemplated by the RSA without substantial disruption to its business, high costs of bankruptcy proceedings and related fees, including the risk that the restructuring will take longer than anticipated, the actions and decisions of the Company's creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Company's operational and strategic plans, ability of the Company to continue as a going concern, and the effects of disruption from the proposed restructuring making it more difficult to maintain business, financing and operational relationships, to retain key executives and to maintain various licenses and approvals necessary for the Company to conduct its business. Important assumptions and other important factors that could cause actual results to differ materially from those forward-looking statements include, but are not limited to, those factors, risks and uncertainties described in more detail in the risk factors set forth in Exhibit 99.3 to Fusion's Current Report on Form 8-K filed on July 2, 2019 with the Securities and Exchange Commission (the "SEC") and other filings with the SEC.

The above factors, risks and uncertainties are difficult to predict, contain uncertainties that may materially affect actual results and may be beyond the Company's control. New factors, risks and uncertainties emerge from time to time, and it is not possible for management to predict all such factors, risks and uncertainties. Although the Company believes that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could be inaccurate, and therefore any of these statements may prove to be inaccurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Company or any other person that the results or conditions described in such statements or the Company's objectives and plans will be achieved. These forward-looking statements speak only as of the date such statements were made or any earlier date indicated, and the Company does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, changes in underlying assumptions or otherwise. If the Company were in any particular instance to update or correct a forward-looking statement, investors and others should not conclude that the Company would make additional updates or corrections thereafter.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

See Exhibit Index

EXHIBIT INDEX

Exhibit Number	Description
99.1	Notice of Election to Pursue Reorganization and Termination of U.S. Sale Process, filed with the United States Bankruptcy Court for the Southern District of New York on August 27, 2019.
99.2	Amendment No. 8 and Waiver to Superpriority Secured Debtor-in-Possession Credit and Guaranty Agreement, dated August 22, 2019, by and among Fusion Connect, Inc., as borrower, certain subsidiaries of Fusion Connect, Inc., as guarantors, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Fusion Connect, Inc.

Date: August 27, 2019

By: /s/ James P. Prenetta, Jr.

Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

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*Attorneys for Debtors
 and Debtors in Possession*

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

<p>In re</p> <p>FUSION CONNECT, INC., et al.,</p> <p style="text-align: center;">Debtors.¹</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p>Chapter 11</p> <p>Case No. 19-11811 (SMB)</p> <p>(Jointly Administered)</p>
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**NOTICE OF ELECTION TO PURSUE REORGANIZATION
 TRANSACTION AND TERMINATION OF U.S. SALE PROCESS**

PLEASE TAKE NOTICE THAT:

1. On June 3, 2019 (the “**Commencement Date**”), Fusion Connect, Inc. and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) entered into that certain Restructuring Support Agreement (the “**RSA**”) with an ad hoc group of first lien lenders (collectively, the “**Consenting First Lien Lenders**”) holding approximately seventy percent (70%) of the total amount outstanding under that certain First Lien Credit and Guaranty Agreement, dated as of May 4, 2018 (the “**Prepetition First Lien Loans**”).

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

2. On July 1, 2019, the Debtors filed the *Joint Chapter 11 Plan of Fusion Connect, Inc. and Its Subsidiary Debtors* (ECF No. 146) (the “**Plan**”).

3. On July 3, 2019, the Court entered the *Order (I) Approving (A) Bidding Procedures and (B) Assumption and Assignment Procedures and (II) Granting Related Relief* (ECF No. 164) (the “**Bidding Procedures Order**”) authorizing the Debtors to solicit bids for the Debtors’ U.S. and Canadian businesses pursuant to the procedures set forth therein. Pursuant to the Bidding Procedures Order, the deadline for parties to submit non-binding indications of interest was July 16, 2019.

4. The Debtors and their advisors have evaluated the indications of interest received and communicated with numerous potential bidders. Based on this analysis, and with the support of each of the Consultation Parties (as defined in the Bidding Procedures Order), the Debtors have decided to terminate the sale process with respect to their U.S. business.² Accordingly, the Debtors will be pursuing a Reorganization Transaction (as defined in the Plan). Pursuant to the Reorganization Transaction embodied in the Plan, the New Equity Interests will be distributed to holders of Allowed First Lien Claims (each as defined in the Plan).

² The Debtors will continue to pursue the sale process with respect to their Canadian business.

5. Pursuant to the RSA, the Requisite First Lien Lenders (as defined in the RSA) consent to the Debtors' decision to terminate the Debtors' sale and marketing process for the Debtors' U.S. business and pursue the Reorganization Transaction.

Dated: August 27,
2019
New York, New York

/s/ Sunny Singh

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New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Gary T. Holtzer
Sunny Singh

Attorneys for Debtors and Debtors in Possession

This AMENDMENT No. 8 and WAIVER (this “**Amendment and Waiver**”), dated as of August 22, 2019, is entered into by and among Fusion Connect, Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “**Borrower**”), certain subsidiaries of the Borrower party hereto, each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as Guarantor Subsidiaries and the Lenders party hereto, which collectively constitute the Requisite Lenders, and acknowledged by the Administrative Agent (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, reference is made to that certain Superpriority Secured Debtor-in-Possession Credit and Guaranty Agreement, dated as of June 7, 2019, among the Borrower, the Guarantor Subsidiaries, the lenders from time to time party thereto (the “**Lenders**”) and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**” and, as amended by this Amendment and Waiver, the “**Amended Credit Agreement**”);

WHEREAS, pursuant to Section 5.1(e) of the Credit Agreement, by letter dated as of August 20, 2019, the Borrower delivered to the Administrative Agent for distribution to the Lenders notice of the following Defaults: (i) failure to deliver quarterly financial statements for the Fiscal Quarters ended March 31, 2019 and June 30, 2019, in each case, together with a Financial Officer Certification and an auditors review letter, by August 15, 2019, as required by Section 5.01(b) of the Credit Agreement, (ii) failure to deliver Compliance Certificates within eleven Business Days after the end of each fiscal month for the fiscal months ended May 31, 2019, June 30, 2019 and July 31, 2019, as required by Section 5.1(g) of the Credit Agreement and (iii) failure to deliver a due diligence quality of earnings report by August 16, 2019, as required by Section 5.1(r) of the Credit Agreement (each a “**Specified Default**” and collectively, the “**Specified Defaults**”);

WHEREAS, the Borrower has requested that the Requisite Lenders waive, with retroactive effect as of the date on which each Specified Default occurred, each Specified Default and any interest rate increase resulting from such Specified Default pursuant to Section 2.9 of the Credit Agreement; and

WHEREAS, the Parties wish to amend the Credit Agreement and the Lenders party hereto agree to provide the waiver set forth below, in each case, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. Each capitalized term used and not otherwise defined in this Amendment and Waiver shall have the meaning assigned to such term in the Amended Credit Agreement.

Section 2. Amendments to Credit Agreement. With effect as of the Amendment Effective Date, the Credit Agreement is hereby amended:

- (a) By replacing the words “August 15, 2019” in clause (b) of Section 5.1 thereof with “no later than November 12, 2019”; and
- (b) By replacing the words “No later than August 16, 2019” in clause (r) of Section 5.1 thereof with “No later than August 23, 2019”.

Section 3. Waiver. Subject to the terms and conditions set forth in this Amendment and Waiver, the Lenders party hereto, which constitute the Requisite Lenders, hereby waive, with retroactive effect as of the date on which each of the Specified Defaults occurred, each Specified Default and any interest rate increase resulting from such Specified Default pursuant to Section 2.9 of the Credit Agreement.

Section 4. Representations and Warranties.

(a) Each of the Credit Parties, subject to the entry of the Orders and the terms thereof, has all requisite power and authority to execute and deliver this Amendment and Waiver and to perform the transactions contemplated hereby.

(b) Subject to the entry of the Orders and the terms thereof, this Amendment and Waiver and the transactions contemplated hereby have been duly authorized by all necessary corporate or other organizational action and, if required, stockholder, shareholder or other equityholder action on the part of each Credit Party.

(c) This Amendment and Waiver and the transactions contemplated hereby do not and will not (i) other than violations arising as a result of the commencement of the Cases, subject to the entry of the Orders and the terms thereof and except as otherwise excused by the Bankruptcy Code, violate any applicable law, including any order of any Governmental Authority, except to the extent any such violation, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (ii) violate the Organizational Documents of the Borrower or any Restricted Subsidiary, (iii) other than violations arising as a result of the commencement of the Cases and except as otherwise excused by the Bankruptcy Code, violate or result (alone or with notice or lapse of time, or both) in a default under any other Contractual Obligation of the Borrower or any Restricted Subsidiary, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by the Borrower or any Restricted Subsidiary, or give rise to a right of, or result in, any termination, cancelation or acceleration or right of renegotiation of any obligation thereunder, except to the extent any such violation, default, right or result, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, or (iv) except for Liens created under the Credit Documents, result in or require the creation or imposition of any Lien on any asset of the Borrower or any Restricted Subsidiary.

(d) Subject to the Orders and the terms thereof, this Amendment and Waiver and the transactions contemplated hereby do not and will not require any registration with, consent or approval of, notice to, or other action by any Governmental Authority (other than the entry of the Orders), except (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings with respect to the Collateral necessary to perfect Liens created under the Credit Documents, (iii) filings and registrations under applicable securities laws relating to the Disposition by the Collateral Agent pursuant to the Pledge and Security Agreement of Collateral that constitute Securities and (iv) Post-Petition filings with the SEC and applicable State PUCs relating to the Credit Parties' status as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code.

(e) Subject to the Orders and the terms thereof, this Amendment and Waiver has been duly executed and delivered by each Credit Party that is a Party and is, subject to the Orders and the terms thereof, the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (other than with respect to the Debtors).

(f) The representations and warranties of each Credit Party set forth in the Credit Documents are true and correct (i) in the case of the representations and warranties qualified or modified as to materiality in the text thereof, in all respects and (ii) otherwise, in all material respects, in each case on and as of the Amendment Effective Date, except in the case of any such representation and warranty that expressly relates to an earlier date, in which case such representation and warranty shall be so true and correct on and as of such earlier date.

(g) No Default or Event of Default has occurred and is continuing or would result from this Amendment and Waiver, other than Defaults and Events of Default that have been disclosed to the Administrative Agent on or prior to the date hereof.

Section 5. Effectiveness. This Amendment and Waiver shall become effective on the date (such date, the "**Amendment Effective Date**") that the Administrative Agent shall have received fully executed counterparts of this Amendment and Waiver from the Borrower and each other Credit Party, Lenders constituting the Requisite Lenders and the Administrative Agent.

Section 6. Entire Agreement. THIS AMENDMENT AND WAIVER CONSTITUTES THE ENTIRE AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY AND ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF (BUT DOES NOT SUPERSEDE ANY PROVISIONS OF ANY SEPARATE CONFIDENTIALITY AGREEMENT OR SIMILAR AGREEMENT OR FEE LETTER BETWEEN OR AMONG ANY CREDIT PARTIES AND ANY AGENT OR LENDER OR ANY AFFILIATE OF ANY OF THE FOREGOING, ALL OF WHICH PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT).

Section 7. Credit Document. Each Party acknowledges and agrees that this Amendment and Waiver constitutes a “Credit Document” for all purposes of the Amended Credit Agreement and the other Credit Documents.

Section 8. Governing Law; Jurisdiction; Consent to Service of Process

(a) THIS AMENDMENT AND WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) SUBJECT TO CLAUSE (V) BELOW, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM JURISDICTION, IN ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AMENDMENT AND WAIVER, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS (SUBJECT TO CLAUSE (V) BELOW); (II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1 OF THE AMENDED CREDIT AGREEMENT; (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE CREDIT PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (V) AGREES THAT THE AGENTS AND THE LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY CREDIT DOCUMENT OR ANY EXERCISE OF REMEDIES IN RESPECT OF COLLATERAL OR THE ENFORCEMENT OF ANY JUDGMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF, AND CONSENTS TO VENUE IN, ANY SUCH COURT.

Section 9. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP ESTABLISHED UNDER THE AMENDED CREDIT AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AMENDMENT AND WAIVER, THAT EACH PARTY HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AMENDMENT AND WAIVER, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 8 AND EXECUTED BY EACH OF THE PARTIES), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE UNDER THE AMENDED CREDIT AGREEMENT. IN THE EVENT OF LITIGATION, THIS AMENDMENT AND WAIVER MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 10. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 11. Counterparts. This Amendment and Waiver may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment and Waiver by facsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment and Waiver.

Section 12. Headings. Section headings are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 13. Effect of Amendment. Except as expressly set forth herein, (i) this Amendment and Waiver shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Collateral Agent or the Administrative Agent, in each case under the Credit Agreement or any other Credit Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document. Each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Credit Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect as expressly amended hereby. The execution, delivery and effectiveness of this Amendment and Waiver shall not, except as expressly provided herein or as provided in the exhibits hereto, operate as a waiver of any right, power or remedy of any Lender, the Collateral Agent or the Administrative Agent under any of the Credit Documents, or constitute a waiver of any provision of any of the Credit Documents. This Amendment and Waiver shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement, which shall remain in full force and effect as expressly modified hereby or as provided in the exhibits hereto. Nothing implied in this Amendment and Waiver or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Credit Parties from the Credit Documents. From and after the Amendment Effective Date, all references to the Credit Agreement in any Credit Document and all references in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall, unless expressly provided otherwise, be deemed to refer to the Amended Credit Agreement. Each of the Credit Parties hereby consents to this Amendment and Waiver and confirms that all obligations of such Credit Party under the Credit Documents to which such Credit Party is a party shall continue to apply to the Amended Credit Agreement. Each Credit Party hereby ratifies and reaffirms (a) that each of the Credit Documents to which it is a party has been duly executed and delivered by such Credit Party to the Administrative Agent and to the Lenders and is in full force and effect as of the date hereof, (b) its grant of liens on or security interests in its properties pursuant to the Credit Documents as security for the Obligations under or with respect to the Amended Credit Agreement and confirms and agrees that such liens and security interests secure all of the Obligations; and (c) the Administrative Agent, the Collateral Agent and the Lenders are and shall be entitled to all of the rights, remedies and benefits provided for in the Credit Documents.

Section 14. Direction to Administrative Agent. The Lenders party hereto, constituting the Requisite Lenders, hereby (a) authorize and direct the Administrative Agent to acknowledge this Amendment and Waiver, and (b) acknowledge and agree that (i) the direction in this Section 13 constitutes a direction from the Lenders under the provisions of Section 9 of the Credit Agreement and (ii) Sections 9.3 and 9.6 of the Credit Agreement (including as amended hereby) shall apply to any and all actions taken by the Administrative Agent and the Collateral Agent in accordance with such directions.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment and Waiver to be duly executed by their respective authorized officers as of the day and year first above written.

FUSION CONNECT, INC., as Borrower

By: /s/ James P. Prenetta, Jr.

Name: James P. Prenetta, Jr.
Title: EVP and General Counsel

FUSION NBS ACQUISITION CORP.
FUSION LLC
FUSION BCHI ACQUISITION LLC
FUSION CLOUD SERVICES, LLC
FUSION CB HOLDINGS, INC.
FUSION COMMUNICATIONS, LLC
FUSION MANAGEMENT SERVICES LLC
FUSION TELECOM LLC
FUSION TEXAS HOLDINGS, INC.
FUSION TELECOM OF KANSAS, LLC
FUSION TELECOM OF OKLAHOMA, LLC
FUSION TELECOM OF MISSOURI, LLC
BIRCAN HOLDINGS, LLC
FUSION PM HOLDINGS, INC.
FUSION CLOUD COMPANY LLC
FUSION MPHC GROUP, INC.
FUSION MPHC HOLDING CORPORATION as Guarantors

By: /s/ James P. Prenetta, Jr.

Name: James P. Prenetta, Jr.
Title: EVP and General Counsel

FUSION TELECOM OF TEXAS LTD., L.L.P.,
as Guarantor

By: Fusion Texas Holdings, Inc., its general partner

By: /s/ James P. Prenetta, Jr.

Name: James P. Prenetta, Jr.
[Fusion - Signature Page to Amendment No. 8]

[], as a Lender

By:

/s/

Authorized Signatory

[Fusion - Signature Page to Amendment No. 8]

Acknowledged by:

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
as Administrative Agent

By:

/s/ Jeffery Rose

Name: Jeffery Rose

Title: Vice President

[Fusion - Signature Page to Amendment No. 8]