
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): **October 4, 2019**

Fusion Connect, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-32421
(Commission File Number)

58-2342021
(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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously reported, on June 3, 2019 Fusion Connect, Inc. (“Fusion”) and its U.S. subsidiaries (collectively, the “Debtors” and together with Fusion’s non-debtor Canadian subsidiaries, collectively, the “Company” or “Companies”) 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.

On October 7, 2019, Fusion and Matthew D. Rosen entered into a Resignation Letter Agreement (the “Rosen Resignation Letter”), pursuant to which Mr. Rosen will resign, effective October 7, 2019 at 11:59 p.m., from his positions as Chief Executive Officer of Fusion and from any and all officer and director positions at any of the other Companies. Upon effectiveness of the Rosen Resignation Letter, Mr. Rosen will continue to be employed by the Company and shall continue to serve as Chairman of the Board of Directors of Fusion until the Debtors emerge from protection under chapter 11 of the Bankruptcy Code. Subject to Court approval, during his service as Chairman of the Board and as an employee Mr. Rosen will continue to receive his base salary and remain eligible to participate in the Company’s retirement and health and welfare plans. Pursuant to the Second Amended Joint Chapter 11 Plan of Fusion and Its Subsidiary Debtors (the “Second Amended Plan”) and the associated Second Amended Disclosure Statement (the “Second Amended Disclosure Statement”) and subject to Court approval, on the effective date of the Second Amended Plan (the “Effective Date”), Mr. Rosen and reorganized Fusion will enter into a consulting agreement (the “Rosen Consulting Agreement”), pursuant to which Mr. Rosen will provide certain ongoing consulting services to the Company. The Rosen Consulting Agreement provides that, among other things, Mr. Rosen will provide consulting services for a period of six-months from the Effective Date in exchange for which he will continue to receive his base salary. The Rosen Consulting Agreement includes confidentiality obligations as well as non-disparagement and non-solicit covenants in favor of the Company.

On October 7, 2019, Fusion and Russell P. Markman, President and Chief Operating Officer of Fusion, entered into a Resignation Letter Agreement (the “Markman Resignation Letter”), pursuant to which Mr. Markman will resign, effective October 7, 2019 at 11:59 p.m., from his positions as President and Chief Operating Officer of Fusion and from any and all officer and director positions at any of the other Companies. Upon the effectiveness of the Markman Resignation Letter, Mr. Markman will continue to be employed by the Company at his current base salary. On the date that Mr. Markman’s employment ends and subject to Court approval, Fusion will enter into an agreement with Mr. Markman (the “Markman Consulting Agreement”), pursuant to which Mr. Markman will provide consulting services to the Company for a fixed-term of three-months in exchange for which he will be paid a fixed monthly fee of \$33,334. The Markman Consulting Agreement includes confidentiality obligations as well as non-disparagement and non-solicit covenants in favor of the Company.

On October 7, 2019, Kevin Brand, age 60, was appointed as President, Chief Operating Officer and interim Chief Executive Officer of the Company. In connection with Mr. Brand’s appointment as President, Chief Operating Officer and Interim Chief Executive Officer, Mr. Brand shall be paid an annual base salary of \$550,000. Mr. Brand joined Fusion as Senior Vice President of Customer Experience in May 2018, in connection with Fusion’s acquisition of Birch Communications Holdings, Inc. (“Birch”) where he had served in a similar role since January 2017. Prior to joining Birch, Mr. Brand served as Head of Products at Promethean from February 2015 to March 2016. Prior to joining Promethean, Mr. Brand spent 15 years in leadership roles at EarthLink, including Executive Vice President, Business Services, Consumer Products and Support. There are no family relationships between Mr. Brand and any of Fusion’s executive officers or directors. There is no arrangement or understanding between Mr. Brand and any other person pursuant to which Mr. Brand has been appointed as President and Chief Operating Officer and interim Chief Executive Officer. There are no transactions in which Mr. Brand has an interest requiring disclosure under Item 404(a) of Regulation S-K.

The foregoing descriptions of the Rosen Resignation Letter and the Markman Resignation Letter do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such agreements, a copy of each of which is filed as Exhibits 10.1 and 10.2 and, respectively. A copy of the press release released by Fusion announcing these management changes is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 8.01. Other Events.

As previously reported, the Debtors entered into that Restructuring Support Agreement, dated June 3, 2019, as amended by that certain First Amendment, dated as of June 17, 2019, that certain Second Amendment, dated as of June 24, 2019, that certain Third Amendment, dated as of June 28, 2019, that certain Fourth Amendment, dated as of July 19, 2019, that certain Fifth Amendment, dated as of July 26, 2019, that certain Sixth Amendment, dated as of August 12, 2019, that certain Seventh Amendment, dated as of September 6, 2019, and as further amended, restated, supplemented, or otherwise modified from time to time (the “RSA”), and certain holders of claims under that certain First Lien Credit and Guaranty Agreement, dated as of May 4, 2018. On October 4, 2019, the Company entered into the eighth amendment to the RSA (the “Eighth Amendment”) to extend the deadlines for (i) the entry of the Disclosure Statement Order, which date is now October 11, 2019, (ii) the receipt of the binding exit facility commitment letter to November 1, 2019, and (iii) the entry of the Confirmation Order, which date is now November 14, 2019. A copy of the Eighth Amendment is filed as Exhibit 99.2 hereto and is incorporated herein by reference.

As previously reported, the Debtors 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 as of July 26, 2019, that certain Amendment No. 7, dated as of August 8, 2019, that certain Amendment No. 8, dated as of August 22, 2019, that certain Amendment No. 9, dated as of September 6, 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 Fusion, as guarantors, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent. On October 4, 2019, the Debtors entered into the tenth amendment to the DIP Credit Agreement (“Amendment No. 10”) to (i) extend the Stated Maturity Date (as defined in the DIP Credit Agreement) from October 7, 2019 to November 7, 2019 and (ii) reflect that the RSA had been further amended. A copy of Amendment No. 10 is filed as Exhibit 99.3 hereto and is incorporated herein by reference.

Capitalized terms used but not otherwise defined in this Current Report on Form 8-K have the meanings ascribed to them in the Second Amended Plan and the Second Amended Disclosure Statement, as applicable. The foregoing descriptions of the Eighth Amendment and Amendment No. 10 do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Eighth Amendment and Amendment No. 10, a copy of each of which is filed as Exhibits 99.2 and 99.3 hereto, respectively.

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. The Second Amended Plan contemplates that, on the Effective Date, all of the Parent Equity Interests will be extinguished and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and holders of Parent Equity Interests will not receive any recovery on account of those Interests.

Cautionary Statements Regarding Forward-Looking Information

Certain statements in this Current Report on 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 failure to obtain Court approval of the Rosen Consulting Agreement and the Markman Consulting Agreement, or if such agreements are approved by the Court, to consummate the transactions contemplated thereby, the terms of the potential transactions contemplated by the RSA, the Second Amended Plan and the Second Amended Disclosure Statement, the Chapter 11 Cases and Court proceedings, the anticipated mailing date of the Solicitation Materials; 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: ability of the Company to comply with the terms of the RSA and the DIP Credit Agreement, including completing various stages of the restructuring within the dates specified in the RSA and DIP Credit Agreement, as amended; ability of the Company to obtain and maintain requisite support for the Second Amended Plan from the required Voting Classes; ability of the Second Amended Plan to satisfy all requirements necessary for confirmation by the Court; ability of the Company to successfully execute the transactions contemplated by the RSA, the Second Amended Plan and/or the Second Amended Disclosure Statement 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, 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 these 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

<u>Exhibit Number</u>	<u>Description</u>
10.1	Resignation Letter, dated as of October 7, 2019, between Fusion Connect, Inc. and Matthew D. Rosen, with Form of Consulting Agreement, between reorganized Fusion Connect, Inc. and Matthew D. Rosen attached
10.2	Resignation Letter, dated as of October 7, 2019, between Fusion Connect, Inc. and Russell P. Markman, with Form of Consulting Agreement, between Fusion Connect, Inc. and Russell P. Markman attached
99.1	Press release of Fusion Connect, Inc., dated October 7, 2019.
99.2	Eighth Amendment to Restructuring Support Agreement, dated October 4, 2019, by and among Fusion Connect, Inc., certain subsidiaries of Fusion Connect, Inc. and the Consenting First Lien Lenders
99.3	Amendment No. 10 to Superpriority Secured Debtor-in-Possession Credit and Guaranty Agreement, dated October 4, 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: October 7, 2019

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

Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

RESIGNATION LETTER

October 7, 2019

Dear Mr. Rosen:

Fusion Connect, Inc. ("Fusion") hereby acknowledges and accepts your resignation from your position as Chief Executive Officer of Fusion and from any and all officer and director positions at any of Fusion's subsidiaries (collectively with Fusion, the "Company"), effective as of October 7, 2019 at 11:59 p.m. (the "Effective Date"), in accordance with Section 3.4 of your employment agreement with Fusion dated as of November 7, 2018 and effective as of November 6, 2018 (the "Employment Agreement").

Notwithstanding the foregoing, following the Effective Date, you shall continue to be employed by the Company and shall continue to serve as a director and serve as Chairman of the Board of Directors of Fusion (the "Board"), pursuant to the Amended and Restated Certificate of Incorporation of Fusion and Amended and Restated Bylaws of Fusion, until the date that Fusion and its U.S. subsidiaries emerge from protection under chapter 11 of title 11 of the U.S. Bankruptcy Code pursuant to the Second Amended Joint Chapter 11 Plan Of Fusion Connect, Inc., And Its Subsidiary Debtors (as may be further amended and together with the agreements and documents referenced therein, the "Plan"), which date shall be the effective date of the Plan (such date, the "Emergence Date").

During your service as Chairman of the Board and as an employee of the Company, until the Emergence Date, you will continue to receive your current base salary at the annual rate of \$1,000,000, remain eligible to participate in the Company's retirement and health and welfare plans, receive reimbursement of your business expenses incurred in accordance with the terms of the Company's expense reimbursement policy, and have use of your existing office space and current secretary at the Company's office in New York, New York. You will be fully vested in, and be under no obligation to repay any portion of, your key employee retention bonus payment in the aggregate amount of \$200,000. Upon the Emergence Date, you will receive payment of all accrued benefits under the Company's benefit plans and policies.

You shall be entitled to use your existing Company email address for two years following the Effective Date and your existing Company phone number through the expiration of the term of the consulting agreement entered into between you and Fusion on the Emergence Date, subject in each case to your continued compliance with any non-competition, non-solicitation, confidentiality, non-disparagement, assignment of inventions, other intellectual property or other restrictive covenant agreement which you are a party to with the Company.

Subject to court approval of the Plan, on the Emergence Date, reorganized Fusion shall enter into the consulting agreement in the form attached hereto as Exhibit A (the "Consulting Agreement"). On the Emergence Date, you agree that you will resign from your position as a director of Fusion and Chairman of the Board and that your employment with the Company shall cease. You acknowledge and agree that you are not entitled to any other payment or benefits arising out of your employment with the Company and the termination thereof.

In consideration of the Company's obligations under this letter agreement and for other valuable consideration, you, and each of your heirs, executors, administrators, representatives, agents, successors and assigns (collectively, the "Releasors") hereby irrevocably and unconditionally release and forever discharge the Company and its subsidiaries and affiliates (collectively, the "Releasees") from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, "Claims") arising after the Company commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., in the United States Bankruptcy Court for the Southern District of New York (the "Chapter 11 filing"), including, without limitation, any Claims under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended, the Civil Rights Act of 1991, as amended, the Worker Adjustment and Retraining Notification Act, as amended, and any other Claims under any federal, state, local or foreign law, that the Releasors may have, or in the future may possess, arising out of (i) your employment with the Company and the termination of such employment or (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or after the date of the Chapter 11 filing; provided, however, that the release set forth herein will not apply to any (i) Claims for annual base salary or employee benefits provided pursuant to this letter agreement or (ii) any Claims arising before the Chapter 11 filing, including but not limited to any claims you asserted or could assert in any proof of claim filed in the Company's chapter 11 cases. In consideration of the foregoing, Consultant further agrees to vote in favor of the Plan and to the releases contained therein. To the extent you have asserted any prepetition claims against the Company, the Company shall not seek to reclassify such claims as post-petition claims subject to the foregoing release.

Should the court fail to confirm the Plan or the Company fail to emerge from chapter 11, the obligations of the Company and you hereunder shall be null and void *ab initio*; provided, however, that your resignation as Chief Executive Officer shall remain effective.

Sincerely,

FUSION CONNECT, INC.

AGREED AND ACKNOWLEDGED:

/s/ James P. Prenetta, Jr.

/s/ Matthew D. Rosen

By: James P. Prenetta, Jr.

Name: Matthew D. Rosen

Title: Executive Vice President and General Counsel

Exhibit A
Consulting Agreement



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 2019 (the "**Effective Date**"), between Fusion Connect, Inc. ("**Fusion**") with an address at 210 Interstate North Parkway, Suite 300, Atlanta, GA 30339 and Matthew D. Rosen, with an address at [●] ("**Consultant**").

WITNESSETH:

WHEREAS, Fusion desires to retain Consultant to provide the services specified in the **Statement of Work** attached hereto as **Annex A** (collectively, the "**Services**");

WHEREAS, Consultant is willing to provide Fusion and its subsidiaries (collectively, the "**Company**") with the Services on the terms, and subject to the conditions, set forth herein; and

NOW, THEREFORE, Fusion and Consultant, each intending to be legally bound, hereby mutually covenant and agree as follows:

ARTICLE I

Definitions

The following terms used in this Agreement shall have the meanings set forth below.

1.1 "**Accrued Obligations**" shall mean, as of any date, the aggregate Consulting Fees payable to Consultant hereunder for the Services provided by Consultant as of such date to the extent accrued but not previously paid.

1.2 "**Agreement**" has the meaning set forth in the introductory paragraph.

1.3 "**Company**" has the meaning specified in the preambles.

1.4 "**Confidential Material**" shall have the meaning set forth in **Section 4.1**.

1.5 "**Consulting Fee**" shall mean the monthly fee set forth in **Section 3.1** hereto.

1.6 "**Effective Date**" has the meaning set forth in the introductory paragraph.

1.7 "**Fusion**" has the meaning set forth in the introductory paragraph.

1.8 "**Person**" shall mean an individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, other entity or governmental or other agency or political subdivision thereof.

1.9 "**Services**" shall have the meaning set forth in the first preamble.

1.10 "**Term**" has the meaning specified in **Section 2.2**.

ARTICLE II

Consultancy Engagement

2.1 Engagement. Fusion hereby engages Consultant to provide the Services during the Term, and Consultant hereby agrees to perform the Services in accordance with the terms and conditions set forth in this Agreement. Fusion acknowledges and agrees that Consultant shall have discretion concerning the location at which the Services will be performed. Consultant shall take instructions from Kevin Brand, interim Chief Executive Officer and Chief Operating Officer of Fusion, or such other person as may be specified by him from time-to-time.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a fixed period of six (6) months (the "**Term**").

2.3 Performance. During the Term, Consultant agrees to take such actions as are reasonably necessary to provide the Services consistent with this engagement. Consultant agrees to carry out his obligations hereunder honestly, equitably, in good faith and in the best interests of Fusion and its subsidiaries. Consultant further warrants that all Services will be performed in a workmanlike and professional manner.

2.4 Independent Contractor Status. Consultant shall perform the Services as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture or fiduciary relationship between Fusion and Consultant. Consultant shall at all times be acting as an independent contractor and shall not be entitled to any benefits that are currently, or which may, in the future, be made available to employees of the Company, including, without limitation, holiday pay, vacation pay, sick pay, group health insurance, life insurance, stock options, retirement benefits, bonuses, or workers' compensation benefits, except as set forth in Section 3.2. Consultant shall not, and shall not have the authority to, enter into any contracts in the name of the Company.

ARTICLE III

Remuneration

3.1 Consulting Fee. As consideration for Consultant's performance of the Services, Fusion agrees to pay Consultant a fixed monthly fee of \$83,333.33 (which fee excludes any out of pocket expenses that may be incurred by Consultant in performing the Services) (the "**Consulting Fee**"). Consultant agrees to invoice Fusion for the Services on the 1st day of each month during the Term and Fusion agrees to pay the applicable monthly invoice within five (5) business days of receipt of such invoice.

3.2 Health Insurance Coverage. Consultant shall receive a cash payment equal to the full premium for actively employed executives of the Company with the same level of coverage for Consultant and his dependents, payable monthly in accordance with the Company's standard payroll practices during the Term.

3.3 Materials/Access to Systems. Consultant shall be responsible for all materials, instruments or equipment (e.g., computer, cell phone) required to perform the Services. Fusion shall arrange for access to any systems required for Consultant to perform his duties under this Agreement.

3.4 Reimbursement of Expenses. Fusion agrees to reimburse Consultant for any reasonable out-of-pocket expenses incurred by Consultant that are reasonably necessary for Consultant to perform the Services and incurred in accordance with this provision. All out of pocket expenses must be incurred in accordance with Fusion's existing expense policy. Individual expense items must be approved by Fusion prior to being incurred. All expenses must be itemized and documented with receipts. Fusion agrees to reimburse Consultant for appropriately incurred expenses within twenty (20) calendar days of their submission to Fusion for payment.

ARTICLE IV

Covenants of Consultant

4.1 Nondisclosure of Confidential Material. During the Term and for eighteen (18) months thereafter, Consultant shall not divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information pertaining to the business of the Company. Any Confidential Information or data now or hereafter acquired by Consultant with respect to the business of the Company shall be deemed a valuable, special and unique asset of the Company that is received by Consultant in confidence and as a fiduciary, and Consultant shall remain a fiduciary to the Company with respect to all of such information. For purposes of this Agreement, "**Confidential Information**" means all material information about the business of the Company disclosed to the Consultant or known by the Consultant as a consequence of or through his prior employment by the Company or his provision of Services to the Company (including information conceived, originated, discovered or developed by the Consultant) during the Term, and not generally known or readily available to the public. The above restrictions shall not apply to: (a) information that at the time of disclosure is in the public domain through no fault of the Consultant; (b) information received from a third party outside of the Company that was disclosed, to Consultant's knowledge, without a breach of any confidentiality obligation; (c) information approved for release by a written authorization of the Company; or (d) information that may be required by law or an order of any court, agency, or proceeding to be disclosed. For the avoidance of doubt, nothing herein is intended to or shall prohibit Consultant from utilizing any knowledge, information, business techniques and/or methods that Consultant knew prior to his affiliation with the Company, or that are generally known and used by persons with training and experience comparable to that of Consultant, or that are common knowledge in the industry. Moreover, nothing in this Agreement is intended to or shall limit any party's ability to (x) report possible violations of federal securities laws to the appropriate government enforcing agency and make such other disclosures that are expressly protected under federal or state "whistleblower" laws or (y) respond to inquiries from, or otherwise cooperate with, any governmental or regulatory investigation. Additionally, Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Consultant may disclose the trade secret to Consultant's attorney and use the trade secret information in the court proceeding, if Consultant files any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

4.2 Non-solicitation. During the Term, Consultant shall not directly or indirectly cause, for himself or for any other business or entity he controls, owns, runs or for which he serves as a senior officer or director, attempt to employ or enter into any contractual arrangement with any employee of the Company. Notwithstanding the foregoing, the provisions of this Section 4.2 shall not be violated by (a) general advertising or solicitation not specifically targeted at employees of the Company or (b) actions taken by any person or entity with which Consultant is associated if Consultant is not directly or personally involved in any manner in such solicitation or recruitment and has not identified such employee for recruiting or solicitation.

4.3 Non-disparagement. Consultant and the Company each agree that he or it, as applicable, will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement that is likely to have the effect of undermining or disparaging the reputation of the Company or of the Consultant, or its or his good will, products, or business opportunities, or that is likely to have the effect of undermining or disparaging the reputation of any current operating executive of the Company, the Company or the Consultant, as applicable. Notwithstanding the foregoing, Consultant and the Company may make true and accurate statements regarding the Company or the Consultant, as applicable, in connection with any investigation or potential or actual litigation or other legal proceeding against or relating to Consultant or the Company arising out of or relating to Consultant's relationship with the Company; provided, further, that the foregoing shall not restrict Consultant from making true and accurate statements regarding the Company in connection with any confidential discussions regarding Consultant's future employment or future investment opportunities.

4.4 Enforcement.

(a) Consultant acknowledges that violation of the covenants set forth in this Article IV would cause the Company irreparable damage for which the Company cannot be reasonably compensated in damages in an action at law, and therefore upon any breach by Consultant of this Article IV, Fusion shall be entitled to make application to a court of competent jurisdiction for equitable relief by way of injunction or otherwise (without being required to post a bond). Notwithstanding the foregoing, in the event that Consultant violates any of the covenants set forth in this Article IV, the Company shall have no obligation to pay Consultant any unpaid portion of the Consulting Fee. This provision shall not, however, be construed as a waiver of any of the rights which the Company may have for damages under this Agreement or otherwise, and all of the Company's rights and remedies shall be unrestricted. This Article IV shall survive termination of this Agreement for any reason whatsoever.

(b) If any provision of this Agreement, or application to any person, place or circumstance, shall be held by a court of competent jurisdiction or be found in an arbitration proceeding to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to any person, place and circumstance shall remain in full force and effect. It is the intention of Fusion and Consultant that the covenants contained in this Article IV shall be enforced to the maximum extent (but no greater extent) in time, area and degree of participation as is permitted by the law of the jurisdiction whose law is found to be applicable to the acts allegedly in breach of this Agreement, and Fusion and Consultant hereby agree that the court making any such determination shall have the power to so reform this Agreement.

(c) The covenants contained in this Article IV are given by Consultant as part of the consideration for this Agreement and as an inducement to Fusion to enter into this Agreement and accept the obligations hereunder.

4.5 Conflict. To the extent the restrictive covenants contained in any other agreement between Consultant and the Company are more restrictive than the restrictive covenants contained in this Agreement, Consultant shall be bound by the restrictive covenants in such other agreement.

ARTICLE V

Termination

5.1 Termination of Agreement. This Agreement shall terminate as provided in Section 2.2 hereof. This Agreement may also be terminated by Fusion prior to the end of the Term but, upon any such early termination, Fusion shall be obligated to pay to Consultant, in a lump sum, all amounts that would otherwise have been paid to Consultant during the Term. Such lump sum payment shall be made by Fusion to Consultant within seven (7) business days following the effective date of any such termination.

ARTICLE VI

Miscellaneous

6.1 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER ARISING FOR LOSS OF REVENUE, PROFIT, GOODWILL, ANTICIPATED SAVINGS, DATA OR OTHER PURE ECONOMIC LOSS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL LOSSES, COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIAGTIONS UNDER OR OTHERWISE RELATING TO THIS AGREEMENT.**

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of Fusion and Consultant.

6.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Fusion, to:

210 Interstate North Parkway, Suite
300
Atlanta, Georgia 30339
Attention: General Counsel

(b) If to Consultant, to:

[●]

Any such address may be changed by written notice sent to the other parties at the last recorded address of the parties.

6.4 Ownership of Work Product. All Services performed hereunder and work produced by Consultant for the Company shall become the sole property of the Company and all rights, title and interest therein shall automatically vest in the Company, and shall be deemed to be “work made for hire” and made in the course of the Services rendered hereunder

6.5 No Assignment; No Third Party Beneficiaries. Except as otherwise expressly provided in Section 6.2 hereof, this Agreement is not assignable by either party, except that Consultant may assign this Agreement to an entity controlled by Consultant. No payment to be made hereunder shall be subject to alienation, sale, transfer, assignment, pledge, encumbrance or other charge. No provision of the Agreement shall be enforceable by any third party.

6.6 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

6.7 Jurisdiction and Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York. Fusion and Consultant agree to submit any dispute to the exclusive jurisdiction of the courts of New York, New York.

6.8 Entire Agreement; Amendment. This Agreement embodies the entire understanding of the parties, and supersedes all other oral or written agreements or understandings among them, regarding the subject matter hereof. No change, alteration or modification hereof may be made except in writing, signed by the parties hereto.

6.9 Headings. The headings in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning hereof.

6.10 Survival. Notwithstanding anything to the contrary herein, Article IV, Section 5.1 and this Article VI shall survive termination of this Agreement for any reason whatsoever.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FUSION CONNECT, INC.

By: _____

Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

Name: Matthew D. Rosen

Annex A -- Statement of Work

Consultant shall be available, during normal business hours, to respond to questions from Kevin Brand and/or his designee, the Company's Chief Financial Officer and the Company's General Counsel.

RESIGNATION LETTER

Effective as of October 7, 2019 at 11:59 p.m., I, Russell P. Markman, resign from my position as President and Chief Operating Officer of Fusion Connect, Inc. (“Fusion”) and each of its subsidiaries (collectively, the “Company”). This resignation letter will not affect my employment status with the Company, which will continue until my employment is formally terminated by the Company. On the date upon which my employment is formally terminated by the Company, (i) I will enter into the consulting agreement in the form attached hereto as Exhibit A with Fusion and (ii) I will be fully vested in, and be under no obligation to repay any portion of, my key employee retention bonus payment in the aggregate amount of \$250,000.

In consideration of the Company’s obligations under this letter agreement and for other valuable consideration, I, and each of my heirs, executors, administrators, representatives, agents, successors and assigns (collectively, the “Releasors”) hereby irrevocably and unconditionally release and forever discharge the Company and its subsidiaries and affiliates (collectively, the “Releasees”) from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, “Claims”) arising after the Company commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., in the United States Bankruptcy Court for the Southern District of New York (the “Chapter 11 filing”), including, without limitation, any Claims under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended, the Civil Rights Act of 1991, as amended, the Worker Adjustment and Retraining Notification Act, as amended, and any other Claims under any federal, state, local or foreign law, that the Releasors may have, or in the future may possess, arising out of (i) my employment with the Company and the termination of such employment or (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or after the date of the Chapter 11 filing; provided, however, that the release set forth herein will not apply to any (i) Claims for annual base salary or employee benefits provided pursuant to this letter agreement or (ii) any Claims arising before the Chapter 11 filing, including but not limited to any claims I asserted or could assert in any proof of claim filed in the Company’s chapter 11 cases. In consideration of the foregoing, I further agree to vote in favor of the Second Amended Joint Chapter 11 Plan Of Fusion Connect, Inc., And Its Subsidiary Debtors (as may be further amended and together with the agreements and documents referenced therein, the “Plan”) and to the releases contained therein. To the extent I have asserted any prepetition claims against the Company, the Company shall not seek to reclassify such claims as post-petition claims subject to the foregoing release.

Should the court fail to confirm the Plan or the Company fail to emerge from chapter 11, the obligations of the Company and me hereunder shall be null and void ab initio; provided, however, that my resignation as President and Chief Operating Officer shall remain effective and I will remain fully vested in, and be under no obligation to repay any portion of, my key employee retention bonus payment.

/s/ Russell P. Markman
Russell P. Markman

Dated: October 7, 2019

AGREED AND ACKNOWLEDGED:

FUSION CONNECT, INC.

/s/ James P. Prenetta, Jr.
By: James P. Prenetta, Jr.
Title: Executive Vice President and
General Counsel

Exhibit A
Consulting Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 2019 (the "**Effective Date**"), between Fusion Connect, Inc. ("**Fusion**") with an address at 210 Interstate North Parkway, Suite 300, Atlanta, GA 30339 and Russell P. Markman, with an address at 500 Old Dairy Drive, Wake Forest, North Carolina 27587 ("**Consultant**").

WITNESSETH:

WHEREAS, Fusion desires to retain Consultant to provide the services specified in the **Statement of Work** attached hereto as **Annex A** (collectively, the "**Services**");

WHEREAS, Consultant is willing to provide Fusion and its subsidiaries (collectively, the "**Company**") with the Services on the terms, and subject to the conditions, set forth herein; and

NOW, THEREFORE, Fusion and Consultant, each intending to be legally bound, hereby mutually covenant and agree as follows:

ARTICLE I

Definitions

The following terms used in this Agreement shall have the meanings set forth below.

1.1 "**Accrued Obligations**" shall mean, as of any date, the aggregate Consulting Fees payable to Consultant hereunder for the Services provided by Consultant as of such date to the extent accrued but not previously paid.

1.2 "**Agreement**" has the meaning set forth in the introductory paragraph.

1.3 "**Company**" has the meaning specified in the preambles.

1.4 "**Confidential Material**" shall have the meaning set forth in **Section 4.1**.

1.5 "**Consulting Fee**" shall mean the monthly fee set forth in **Section 3.1** hereto.

1.6 "**Effective Date**" has the meaning set forth in the introductory paragraph.

1.7 "**Fusion**" has the meaning set forth in the introductory paragraph.

1.8 "**Person**" shall mean an individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, other entity or governmental or other agency or political subdivision thereof.

1.9 "**Services**" shall have the meaning set forth in the first preamble.

1.10 "**Term**" has the meaning specified in **Section 2.2**.

ARTICLE II

Consultancy Engagement

2.1 Engagement. Fusion hereby engages Consultant to provide the Services during the Term, and Consultant hereby agrees to perform the Services in accordance with the terms and conditions set forth in this Agreement. Fusion acknowledges and agrees that Consultant shall have discretion concerning the location at which the Services will be performed. Consultant shall take instructions from Kevin Brand, interim Chief Executive Officer and Chief Operating Officer of Fusion, or such other person as may be specified by him from time-to-time.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a fixed period of three (3) months (the "**Term**").

2.3 Performance. During the Term, Consultant agrees to take such actions as are reasonably necessary to provide the Services consistent with this engagement. Consultant agrees to carry out his obligations hereunder honestly, equitably, in good faith and in the best interests of Fusion and its subsidiaries. Consultant further warrants that all Services will be performed in a workmanlike and professional manner.

2.4 Independent Contractor Status. Consultant shall perform the Services as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture or fiduciary relationship between Fusion and Consultant. Consultant shall at all times be acting as an independent contractor and shall not be entitled to any benefits that are currently, or which may, in the future, be made available to employees of the Company, including, without limitation, holiday pay, vacation pay, sick pay, group health insurance, life insurance, stock options, retirement benefits, bonuses, or workers' compensation benefits. Consultant shall not, and shall not have the authority to, enter into any contracts in the name of the Company.

ARTICLE III

Remuneration

3.1 Consulting Fee. As consideration for Consultant's performance of the Services, Fusion agrees to pay Consultant a fixed monthly fee of \$33,334.00 (which fee excludes any out of pocket expenses that may be incurred by Consultant in performing the Services) (the "**Consulting Fee**"). Consultant agrees to invoice Fusion for the Services on the 1st day of each month during the Term and Fusion agrees to pay the applicable monthly invoice within five (5) business days of receipt of such invoice.

3.2 Materials/Access to Systems. Consultant shall be responsible for all materials, instruments or equipment (e.g., computer, cell phone) required to perform the Services. Fusion shall arrange for access to any systems required for Consultant to perform his duties under this Agreement.

3.3 Reimbursement of Expenses. Fusion agrees to reimburse Consultant for any reasonable out-of-pocket expenses incurred by Consultant that are reasonably necessary for Consultant to perform the Services and incurred in accordance with this provision. All out of pocket expenses must be incurred in accordance with Fusion's existing expense policy. Individual expense items must be approved by Fusion prior to being incurred. All expenses must be itemized and documented with receipts. Fusion agrees to reimburse Consultant for appropriately incurred expenses within twenty (20) calendar days of their submission to Fusion for payment.

ARTICLE IV

Covenants of Consultant

4.1 Nondisclosure of Confidential Material. During the Term and for eighteen (18) months thereafter, Consultant shall not divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information pertaining to the business of the Company. Any Confidential Information or data now or hereafter acquired by Consultant with respect to the business of the Company shall be deemed a valuable, special and unique asset of the Company that is received by Consultant in confidence and as a fiduciary, and Consultant shall remain a fiduciary to the Company with respect to all of such information. For purposes of this Agreement, "**Confidential Information**" means all material information about the business of the Company disclosed to the Consultant or known by the Consultant as a consequence of or through his prior employment by the Company or his provision of Services to the Company (including information conceived, originated, discovered or developed by the Consultant) during the Term, and not generally known or readily available to the public. The above restrictions shall not apply to: (a) information that at the time of disclosure is in the public domain through no fault of the Consultant; (b) information received from a third party outside of the Company that was disclosed, to Consultant's knowledge, without a breach of any confidentiality obligation; (c) information approved for release by a written authorization of the Company; or (d) information that may be required by law or an order of any court, agency, or proceeding to be disclosed. For the avoidance of doubt, nothing herein is intended to or shall prohibit Consultant from utilizing any knowledge, information, business techniques and/or methods that Consultant knew prior to his affiliation with the Company, or that are generally known and used by persons with training and experience comparable to that of Consultant, or that are common knowledge in the industry. Moreover, nothing in this Agreement is intended to or shall limit any party's ability to (x) report possible violations of federal securities laws to the appropriate government enforcing agency and make such other disclosures that are expressly protected under federal or state "whistleblower" laws or (y) respond to inquiries from, or otherwise cooperate with, any governmental or regulatory investigation. Additionally, Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Consultant may disclose the trade secret to Consultant's attorney and use the trade secret information in the court proceeding, if Consultant files any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

4.2 Non-solicitation. During the Term, Consultant shall not directly or indirectly cause, for himself or for any other business or entity he controls, owns, runs or for which he serves as a senior officer or director, attempt to employ or enter into any contractual arrangement with any employee of the Company. Notwithstanding the foregoing, the provisions of this Section 4.2 shall not be violated by (a) general advertising or solicitation not specifically targeted at employees of the Company or (b) actions taken by any person or entity with which Consultant is associated if Consultant is not directly or personally involved in any manner in such solicitation or recruitment and has not identified such employee for recruiting or solicitation.

4.3 Non-disparagement. Consultant and the Company each agree that he or it, as applicable, will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement that is likely to have the effect of undermining or disparaging the reputation of the Company or of the Consultant, or its or his good will, products, or business opportunities, or that is likely to have the effect of undermining or disparaging the reputation of any current operating executive of the Company, the Company or the Consultant, as applicable. Notwithstanding the foregoing, Consultant and the Company may make true and accurate statements regarding the Company or the Consultant, as applicable, in connection with any investigation or potential or actual litigation or other legal proceeding against or relating to Consultant or the Company arising out of or relating to Consultant's relationship with the Company; provided, further, that the foregoing shall not restrict Consultant from making true and accurate statements regarding the Company in connection with any confidential discussions regarding Consultant's future employment or future investment opportunities.

4.4 Enforcement.

(a) Consultant acknowledges that violation of the covenants set forth in this Article IV would cause the Company irreparable damage for which the Company cannot be reasonably compensated in damages in an action at law, and therefore upon any breach by Consultant of this Article IV, Fusion shall be entitled to make application to a court of competent jurisdiction for equitable relief by way of injunction or otherwise (without being required to post a bond). Notwithstanding the foregoing, in the event that Consultant violates any of the covenants set forth in this Article IV, the Company shall have no obligation to pay Consultant any unpaid portion of the Consulting Fee. This provision shall not, however, be construed as a waiver of any of the rights which the Company may have for damages under this Agreement or otherwise, and all of the Company's rights and remedies shall be unrestricted. This Article IV shall survive termination of this Agreement for any reason whatsoever.

(b) If any provision of this Agreement, or application to any person, place or circumstance, shall be held by a court of competent jurisdiction or be found in an arbitration proceeding to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to any person, place and circumstance shall remain in full force and effect. It is the intention of Fusion and Consultant that the covenants contained in this Article IV shall be enforced to the maximum extent (but no greater extent) in time, area and degree of participation as is permitted by the law of the jurisdiction whose law is found to be applicable to the acts allegedly in breach of this Agreement, and Fusion and Consultant hereby agree that the court making any such determination shall have the power to so reform this Agreement.

(c) The covenants contained in this Article IV are given by Consultant as part of the consideration for this Agreement and as an inducement to Fusion to enter into this Agreement and accept the obligations hereunder.

4.5 Conflict. To the extent the restrictive covenants contained in any other agreement between Consultant and the Company are more restrictive than the restrictive covenants contained in this Agreement, Consultant shall be bound by the restrictive covenants in such other agreement.

ARTICLE V

Termination

5.1 Termination of Agreement. This Agreement shall terminate as provided in Section 2.2 hereof. This Agreement may also be terminated by Fusion prior to the end of the Term but, upon any such early termination, Fusion shall be obligated to pay to Consultant, in a lump sum, all amounts that would otherwise have been paid to Consultant during the Term. Such lump sum payment shall be made by Fusion to Consultant within seven (7) business days following the effective date of any such termination.

ARTICLE VI

Miscellaneous

6.1 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER ARISING FOR LOSS OF REVENUE, PROFIT, GOODWILL, ANTICIPATED SAVINGS, DATA OR OTHER PURE ECONOMIC LOSS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL LOSSES, COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIAGTIONS UNDER OR OTHERWISE RELATING TO THIS AGREEMENT.**

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of Fusion and Consultant.

6.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Fusion, to:

210 Interstate North Parkway, Suite
300
Atlanta, Georgia 30339
Attention: General Counsel

(b) If to Consultant, to:

500 Old Dairy Drive
Wake Forest, NC 27587

Any such address may be changed by written notice sent to the other parties at the last recorded address of the parties.

6.4 Ownership of Work Product. All Services performed hereunder and work produced by Consultant for the Company shall become the sole property of the Company and all rights, title and interest therein shall automatically vest in the Company, and shall be deemed to be “work made for hire” and made in the course of the Services rendered hereunder

6.5 No Assignment; No Third Party Beneficiaries. Except as otherwise expressly provided in Section 6.2 hereof, this Agreement is not assignable by either party. No payment to be made hereunder shall be subject to alienation, sale, transfer, assignment, pledge, encumbrance or other charge. No provision of the Agreement shall be enforceable by any third party.

6.6 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

6.7 Jurisdiction and Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York. Fusion and Consultant agree to submit any dispute to the exclusive jurisdiction of the courts of New York, New York.

6.8 Entire Agreement; Amendment. This Agreement embodies the entire understanding of the parties, and supersedes all other oral or written agreements or understandings among them, regarding the subject matter hereof. No change, alteration or modification hereof may be made except in writing, signed by the parties hereto.

6.9 Headings. The headings in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning hereof.

6.10 Survival. Notwithstanding anything to the contrary herein, Article IV, Section 5.1 and this Article VI shall survive termination of this Agreement for any reason whatsoever.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

FUSION CONNECT, INC.

By: _____

Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

Name: Russell P. Markman

Annex A -- Statement of Work

Consultant shall be available, during normal business hours, to respond to questions from Kevin Brand and/or his designee regarding strategic questions relating to sale and marketing activities of the Company.



Fusion Announces Leadership Transition

Kevin Brand Appointed Interim Chief Executive Officer and Promoted to President and Chief Operating Officer

ATLANTA, GA – October 7, 2019 -- Fusion (OTC-MKTS: FSNNQ), a leading provider of cloud services, today announced that the company's Board of Directors has appointed Kevin Brand, most recently Fusion's Senior Vice President – Customer Experience, as interim Chief Executive Officer. Mr. Brand succeeds Matthew Rosen, who has resigned as Chief Executive Officer. Mr. Rosen will continue to serve as Chairman of the company's Board of Directors until Fusion has emerged from its chapter 11 process to ensure a smooth transition. Fusion's board will undertake a search to identify the company's next CEO.

Additionally, the Board has promoted Mr. Brand to the position of President and Chief Operating Officer of Fusion, succeeding Russell P. Markman who has resigned as President and COO. Both Mr. Rosen and Mr. Markman will serve as advisors to Fusion's executive management team during a transition period after the company's emergence from chapter 11.

Mr. Brand joined Fusion as part of the company's acquisition of the Cloud and Business Services business of Birch Communications Holdings, Inc. ("Birch") in May 2018. He has more than 30 years of experience in the communications and technology industry, having led businesses through a wide range of lifecycles including those generating mature revenue streams in excess of \$700 million annually, while focusing on new product development and cash flow generation.

Mr. Brand stated, "Fusion today has a unique opportunity as we evolve our business, while at the same time completing our financial restructuring with a significantly enhanced capital structure. We have continued to win new customers and improve our service levels throughout the restructuring process, and will have the financial strength and flexibility needed to innovate and adapt in ways that allow us to even better serve our customers in the future. I look forward to working with the entire Fusion team, as well as our partners and customers, to profit from the many opportunities in front of us."

Prior to joining Birch in 2017, Mr. Brand spent 15 years in leadership roles at EarthLink including EVP, Business Services, Consumer Products and Support, where he led the Consumer Internet Business and the Small Business Services Unit, as well as Customer Support and Service Delivery. Previously, he led EarthLink's Network Operations and Network Engineering teams. Earlier in his career, Mr. Brand held senior roles at AT&T and started his career at Bell Labs. Mr. Brand holds a B.S. in Systems Science and Mathematics from Washington University in St. Louis and an M.S. in Operations Research from the University of California at Berkeley.

Fusion's board stated: "Matt's vision and leadership have been instrumental in driving Fusion's strategy, innovation and growth. We are thankful for his past contributions and look forward to his continued contributions to the success of the company as Chairman."

Mr. Rosen stated, "Now that Fusion has a clear path to complete its financial restructuring this calendar year, I have decided that it is the right time for me to pursue new challenges. I have had the privilege to lead Fusion through its transformation from a \$2 billion telecommunications carrier to a leading software and cloud services provider generating over \$525 million in annual revenue. I am also grateful to Russell for keeping our core operations strong over the years and throughout this process and for the significant operational improvements that will serve as a foundation for the company's future. We have created an industry-leading business with a significant market opportunity based on a strong product and service portfolio, a large and valuable customer base, and a great group of technology professionals."

Mr. Rosen continued, "Kevin has been an important member of Fusion's executive team, managing the successful integration of the Customer Care organization following the acquisitions of Birch and MegaPath while delivering solid improvements in operating performance, customer satisfaction and churn. His diverse set of skills in management, operations, customer support, service delivery, product management, and network engineering positions him well to lead the company."

About Fusion

Fusion, a leading provider of integrated cloud solutions to small, medium and large businesses, is the industry's Single Source for the Cloud®. Fusion's advanced, proprietary cloud service platform enables the integration of leading edge solutions in the cloud, including cloud communications, contact center, cloud connectivity and cloud computing. Fusion's innovative, yet proven cloud solutions lower our customers' cost of ownership and deliver new levels of security, flexibility, scalability and speed of deployment. For more information, please visit www.fusionconnect.com.

Cautionary Statements Regarding Forward-Looking Information

Certain statements in this Press Release constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (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 the potential transactions contemplated by the RSA, the Second Amended Plan and the Second Amended 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. Capitalized terms used in this section have the meaning given such terms in the company's Second Amended Plan and Second Amended Disclosure Statement, on file with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court")

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: ability of the company to comply with the terms of the RSA and the DIP Credit Agreement, including completing various stages of the restructuring within the dates specified in the RSA and DIP Credit Agreement, as amended. ability of the company to obtain and maintain requisite support for the Second Amended Plan from the required Voting Classes. ability of the Second Amended Plan to satisfy all requirements necessary for confirmation by the Bankruptcy Court. ability of the company to successfully execute the transactions contemplated by the RSA, the Second Amended Plan and/or the Second Amended Disclosure Statement 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. 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 these 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 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.

Fusion Contact

Brian Coyne

pr@fusionconnect.com

EIGHTH AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT

This **EIGHTH AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT**, dated as of October 4, 2019 (this "**Amendment**"), is made and entered into by and among: (i) Fusion Connect, Inc. ("**Fusion**") and its direct and indirect U.S. subsidiaries (each, a "**Company Party**" and collectively, including Fusion, the "**Company Parties**"); and (ii) the undersigned holders of claims (and together with their respective successors and permitted assigns, the "**Consenting First Lien Lenders**") under that certain First Lien Credit and Guaranty Agreement, dated as of May 4, 2018 (the "**Credit Agreement**"), and amends that certain Restructuring Support Agreement, dated as of June 3, 2019, by and among the Company Parties and the Consenting First Lien Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Restructuring Support Agreement**"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement.

RECITALS

WHEREAS, Section 9 of the Restructuring Support Agreement permits certain modifications and amendments of the Restructuring Support Agreement by written agreement executed by the Company Parties and the Requisite First Lien Lenders;

WHEREAS, the parties amended the Restructuring Support Agreement pursuant to that certain First Amendment to Restructuring Support Agreement, dated June 17, 2019 (the "**First Amendment**"), that certain Second Amendment to Restructuring Support Agreement, dated June 24, 2019 (the "**Second Amendment**"), that certain Third Amendment to Restructuring Support Agreement, dated June 28, 2019 (the "**Third Amendment**"), that certain Fourth Amendment to Restructuring Support Agreement, dated July 19, 2019 (the "**Fourth Amendment**"), that certain Fifth Amendment to Restructuring Support Agreement, dated July 26, 2019 (the "**Fifth Amendment**"), that certain Sixth Amendment to Restructuring Support Agreement, dated August 12, 2019 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Restructuring Support Agreement, dated September 6, 2019 (together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the "**Previous Amendments**"); and

WHEREAS, pursuant to Section 9 of the Restructuring Support Agreement, the parties hereto desire to amend the Restructuring Support Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto, intending to be legally bound hereby, agrees as follows:

AGREEMENT**Section 1. Amendment to the Restructuring Support Agreement**

Subject to the satisfaction of the conditions precedent specified in Section 3 hereof, but effective as of the date hereof, Section 5(b) of the Restructuring Support Agreement shall be amended as follows:

- (a) by replacing the reference to “September 24, 2019” in subsection (xvii) thereof with a reference to “October 11, 2019”;
- (b) by replacing the reference to “October 4, 2019” in subsection (xix) thereof with a reference to “November 1, 2019”;
- (c) by replacing the reference to “October 30, 2019” in subsection (xx) thereof with a reference to “November 14, 2019”.

Section 2. Ratification

Except as specifically provided for in (a) the Previous Amendments and (b) this Amendment, no waivers, releases, changes, amendments, or other modifications have been made on or prior to the date hereof or are being made to the terms of the Restructuring Support Agreement or the rights and obligations of the parties thereunder, all of which such terms are hereby ratified and confirmed and remain in full force and effect.

Section 3. Effectiveness

This Amendment shall become effective and binding on the Parties on the date counterpart signatures to this Amendment shall have been executed by (a) the Company Parties, and (b) the Requisite First Lien Lenders.

Section 4. Headings

Titles and headings in this Amendment are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

Section 5. Execution of Amendment

This Amendment may be executed and delivered (by facsimile, electronic mail, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

Section 6. Governing Law; Jurisdiction; Selection of Forum; Waiver of Trial By Jury

THIS AMENDMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Amendment in the Bankruptcy Court, and solely in connection with claims arising under this Amendment (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Amendment or the transactions contemplated hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers or other agents, solely in their respective capacity as officers or other agents of the undersigned and not in any other capacity, as of the date first set forth above.

FUSION CONNECT, INC.

On its own behalf and on behalf of its direct and indirect domestic subsidiaries

By: /s/ Keith A. Soldan

Name: Keith A. Soldan

Title: Chief Financial Officer

[Signature Page to Amendment to Restructuring Support Agreement]

CONSENTING FIRST LIEN LENDER

[LENDER]

By: [●]

Name: [●]

Title: [●]

Principal Amount of First Lien Loans: \$

Notice Address:

[●]

Fax: [●]

Attention: [●]

Email: [●]

[Signature Page to Amendment to Restructuring Support Agreement]

This AMENDMENT No. 10 (this “**Amendment**”), dated as of October 4, 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, the “**Amended Credit Agreement**”);

WHEREAS, the Parties wish to amend the Credit Agreement 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 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 by:

- a) replacing the words “(as defined in the Restructuring Support Agreement as in effect after giving effect to that certain First Amendment thereto, dated as of June 17, 2019, that certain Second Amendment thereto, dated as of June 24, 2019, that certain Third Amendment thereto, dated as of June 28, 2019, that certain Fourth Amendment thereto, dated as of July 19, 2019, that certain Fifth Amendment thereto, dated as of July 26, 2019, and that certain Sixth Amendment thereto, dated on or about August 9, 2019)” in clause (n)(iv) of Section 8.1 thereof with “(as defined in the Restructuring Support Agreement as in effect after giving effect to that certain First Amendment thereto, dated as of June 17, 2019, that certain Second Amendment thereto, dated as of June 24, 2019, that certain Third Amendment thereto, dated as of June 28, 2019, that certain Fourth Amendment thereto, dated as of July 19, 2019, that certain Fifth Amendment thereto, dated as of July 26, 2019, that certain Sixth Amendment thereto, dated as of August 12, 2019, that certain Seventh Amendment thereto, dated on or about September 6, 2019 and that certain Eighth Amendment dated on or about October 4, 2019)”; and
-

- b) amending Section 1.1 by replacing the definition of “Stated Maturity Date” in its entirety as follows:

“**Stated Maturity Date**” means the date that is five months after the Closing Date (or, if such date is not a Business Day, the immediately preceding Business Day); provided that such date may be extended up to two times total over the life of this facility by one calendar month from the then applicable Stated Maturity Date by the Requisite Lenders in accordance with the terms of Section 10.5(b)(ii).

Section 3. 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 to perform the transactions contemplated hereby.

(b) Subject to the entry of the Orders and the terms thereof, this Amendment 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 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 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 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, other than Defaults and Events of Default that have been disclosed to the Administrative Agent on or prior to the date hereof.

Section 4. Effectiveness. This Amendment 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 from the Borrower and each other Credit Party, Lenders constituting the Requisite Lenders and the Administrative Agent.

Section 5. Entire Agreement. THIS AMENDMENT 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 6. Credit Document. Each Party acknowledges and agrees that this Amendment constitutes a "Credit Document" for all purposes of the Amended Credit Agreement and the other Credit Documents.

Section 7. Governing Law; Jurisdiction; Consent to Service of Process

(a) THIS AMENDMENT 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, 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 8. 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, THAT EACH PARTY HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AMENDMENT, 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 MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 9. 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 10. Counterparts. This Amendment 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 by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 11. 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 12. Effect of Amendment. Except as expressly set forth herein, (i) this Amendment 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 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 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 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 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 13. 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 (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 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 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.
Title: EVP and General Counsel

[], as a Lender

By: /s/
Authorized Signatory

[Fusion - Signature Page to Amendment No. 10]

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. 10]
