

Fill in this information to identify the case:

Debtor Cytera DC Holdings, Inc.

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 23-14858

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>ACM ELF ST LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>ACM ELF ST LLC</u> <u>1722 Routh Street, Suite 1500</u> <u>Attn: Brian Smith</u> <u>Dallas, TX 75201, USA</u>	
	Contact phone <u>2149649464</u>	Contact phone _____
	Contact email <u>brian.smith@hkllaw.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. How much is the claim? \$ See Attached. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See Attached

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See Attached
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ See Attached
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ See Attached

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: See Attached



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/08/2023
MM / DD / YYYY

/s//s/ Joshua Ufberg
Signature

Print the name of the person who is completing and signing this claim:

Name /s/ Joshua Ufberg
First name Middle name Last name

Title Authorized Signatory

Company ACM ELF ST LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

Debtor: 23-14858 - Cyxtera DC Holdings, Inc.		
District: District of New Jersey, Newark Division		
Creditor: ACM ELF ST LLC 1722 Routh Street, Suite 1500 Attn: Brian Smith Dallas, TX, 75201 USA Phone: 2149649464 Phone 2: Fax: 2149649501 Email: brian.smith@hklaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See Attached	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See Attached	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: See Attached Amount of 503(b)(9): No Based on Lease: Yes, See Attached Subject to Right of Setoff: Yes, See Attached	Nature of Secured Amount: Other Describe: See Attached Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: /s/ Joshua Ufberg on 08-Aug-2023 1:22:44 p.m. Eastern Time Title: Authorized Signatory Company: ACM ELF ST LLC		

United States Bankruptcy Court for the District of New Jersey

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|---|--|
| <input type="checkbox"/> Cyxtera Communications, LLC (Case No. 23-14852) | <input checked="" type="checkbox"/> Cyxtera DC Holdings, Inc. (Case No. 23-14858) | <input type="checkbox"/> Cyxtera Holdings, LLC (Case No. 23-14863) |
| <input type="checkbox"/> Cyxtera Technologies, Inc. (Case No. 23-14853) | <input type="checkbox"/> Cyxtera DC Parent Holdings, Inc. (Case No. 23-14859) | <input type="checkbox"/> Cyxtera Management, Inc. (Case No. 23-14864) |
| <input type="checkbox"/> Cyxtera Canada TRS, ULC (Case No. 23-14854) | <input type="checkbox"/> Cyxtera Digital Services, LLC (Case No. 23-14860) | <input type="checkbox"/> Cyxtera Netherlands B.V. (Case No. 23-14865) |
| <input type="checkbox"/> Cyxtera Canada, LLC (Case No. 23-14855) | <input type="checkbox"/> Cyxtera Employer Services, LLC (Case No. 23-14861) | <input type="checkbox"/> Cyxtera Technologies Maryland, Inc. (Case No. 23-14866) |
| <input type="checkbox"/> Cyxtera Communications Canada, ULC (Case No. 23-14856) | <input type="checkbox"/> Cyxtera Federal Group, Inc. (Case No. 23-14862) | <input type="checkbox"/> Cyxtera Technologies, LLC (Case No. 23-14867) |
| <input type="checkbox"/> Cyxtera Data Centers, Inc. (Case No. 23-14857) | | |

Official Form 410 Proof of Claim

04/22

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Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	ACM ELF ST LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? c/o Brian Smith, Holland & Knight LLP Name 1722 Routh Street, Suite 1500 Number Street Dallas TX 75201 City State ZIP Code USA Country Contact phone 214-964-9464 Contact email brian.smith@hklaw.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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\$ See Attached. Does this amount include interest or other charges?
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 Motor vehicle
 Other. Describe: See Attached
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 Yes. Amount necessary to cure any default as of the date of the petition. \$ See Attached

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: See Attached

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date Aug. 7, 2023

MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Joshua Ufberg
First name Middle name Last name

Title Authorized Signatory

Company ACM ELF ST LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One Rockefeller Plaza, 32nd Floor

Number Street City State ZIP Code Country
New York NY 10020 USA

Contact phone _____ Email _____

**PROOF OF CLAIM SUMMARY FOR ACM ELF ST LLC
FOR CASE NOS. 23-14852 AND 23-14858**

ACM ELF ST LLC (“ACM”) holds outstanding prepetition claims against debtors Cyxtera Communications, LLC (“Cyxtera Communications”) and Cyxtera DC Holdings, Inc. (“Cyxtera DC” and collectively, with Cyxtera Communications the “Lessee Debtors” and each a “Lessee Debtor”). ACM’s claims against the Lessee Debtors arise under: (i) that certain Master Equipment Lease Agreement No. 32133, dated December 17, 2020 (the “Master Lease”), by and between one of the Lessee Debtors and Liberty Commercial Finance LLC, LLC (“Liberty”); (ii) Equipment Schedule No. 2 under the Master Lease, dated December 22, 2020 (the “Schedule”); and (iii) all other documents executed in connection with the Master Lease relating to the Schedule (such documents, collectively, with the Master Lease and Schedules, the “Lease Documents”).

Pursuant to the Lease Documents, the Lessee Debtors agreed to lease certain equipment, more specifically described in the Schedule (such equipment described in the Schedules, the “Leased Equipment”), from ACM (as assignee of Liberty’s rights under the Lease Documents). Liberty’s rights under the Schedules and the Master Lease (as it relates to the Leased Equipment and Schedule) have been assigned to ACM.

On June 4, 2023 (the “Petition Date”), the Lessee Debtors and certain other affiliates thereof filed voluntary petitions for reorganization in United States Bankruptcy Court for the District of New Jersey. A brief summary of the Lessee Debtors’ outstanding obligations to ACM, as of the Petition Date, is attached hereto as Exhibit A.

From and after the Petition Date, unpaid obligations of the Lessee Debtors have continued to accrue. A detail of the unpaid rental obligations as of the date hereof is set forth on Exhibit A hereto. In light of such postpetition rental obligations, ACM submits that, as of August 3, 2023, the total amount presently required to cure all defaults under the Lease Documents is not less than the amount shown on Exhibit A, plus professional fees, postpetition interest, and all other expenses chargeable to the Lessee Debtors pursuant to the Lease Documents. ACM reserves all rights with respect the amount needed to cure all defaults under the Lease Documents at the time of assumption, including the right to amend this claim or assert a cure amount higher than the amount presently set forth herein.

ACM believes that the Lease Documents document a “true lease” agreement between the Lessee Debtors and ACM. However, in the event that the leasing arrangement within the Lease Documents is determined to be a secured financing, despite the intent of the parties that the Lease Documents constitute a true lease, ACM nevertheless asserts its prepetition claims against the Lessee Debtors will total **not less than \$1,932,965.70**, plus professional fees, postpetition interest, and all other expenses chargeable to the Lessee Debtors pursuant to the Lease Documents, and asserts that such prepetition claims against the Lessee Debtors are secured claims, which are secured by first priority liens in, among other things, the Leased Equipment, all cash deposits and other deposits of Lessee Debtors held by ACM related to the Leased Equipment, all parts,

accessories, and attachments related to the Leased Equipment, and all cash and non-cash proceeds (including insurance proceeds) thereof (collectively, the “Collateral”). ACM asserts that any such secured claims are secured claims to the extent of the value of the Collateral, which security interest was properly perfected prior to the Petition Date by, among other things, filing UCC-1 financing statements evidencing ACM's security interest in such Collateral.

ACM asserts all rights of offset, recoupment, and setoff available under the Lease Documents and applicable law and is not waiving any such offset, recoupment, or setoff rights by filing this Proof of Claim. ACM asserts its outstanding claims hereunder as a secured claim to the extent of the value of any offset or other recoupment rights available to ACM.

Copies of certain Lease Documents and other key documents establishing the extent and perfection of ACM's security interest in the Lessee Debtors' obligations to ACM are attached hereto as Exhibit B. Other materials relating to ACM's outstanding claims are available upon request by contacting ACM's counsel, Brian Smith, at Holland & Knight LLP, 1722 Routh Street, Suite 1500, Dallas, TX 75201.

ACM reserves its right to amend, supplement, or otherwise modify this proof of claim at such time and in such manner as it deems necessary.

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Exhibit A

**Calculation of Outstanding Claim Balance as of the Petition Date
(June 4, 2023):**

(see attached)

ACM - Cyxtera (Wingspire) - Sched 02

Unpaid Rent outstanding on Bankruptcy Filing Date (June. 4, 2023)	\$	-	
Late Fees and Interest on Unpaid Pre-Bankruptcy Rent	\$	-	
	\$	-	Total Claim on Petition Date
Unpaid Post-Bankruptcy Rent			
Unpaid Rent			
Late Fees and Interest on Post-bankruptcy Rent			
	\$	-	Total Unpaid Postpetition Obligations (as of 8/3/2023)
Monthly Rental Payment	\$	386,593.14	
Remaining Monthly Payments		5	
	\$	1,932,965.70	Future Rental Payments

Total Claim on Petition Date (A)	\$	-
Total Cure Claim: (B)	\$	-
Total Sum of All Outstanding Obligations: (C)	\$	1,932,965.70

Exhibit B

Applicable Lease Documents and Perfection Materials

(see attached)



Master Equipment Lease Agreement # 32133

THIS MASTER EQUIPMENT LEASE AGREEMENT dated as of December 17, 2020 ("Master Lease") is made by and between **Liberty Commercial Finance LLC** having an address of 18302 Irvine Boulevard, Suite 300 Tustin, CA 92780 ("Lessor") and **Cytxera DC Holdings, Inc.** with its chief executive office located at 2333 Ponce de Leon Blvd., Suite 900, Coral Gables, 33134 ("Lessee").

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Equipment, subject to and upon the terms set forth herein and in any Equipment Schedule executed in connection herewith (each, a "Schedule"). Each Schedule shall constitute a separate and enforceable lease incorporating all the terms of this Master Lease (each Schedule, together with this Master Lease as it relates to such Schedule, is referred to herein as a "Lease"). If any term of a Schedule conflicts or is inconsistent with any term of this Master Lease, the terms of such Schedule shall govern.

2. **Definitions.** Unless the context otherwise requires, as used in the Lease, the following terms shall have the respective meanings indicated below and shall be equally applicable to both the singular and the plural forms thereof.

"Equipment" means each item of property designated on a Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts, additions and accessories incorporated therein or affixed thereto. Where payment of license or subscription fees for Software and charges for Services supplied or to be supplied to Lessee are included in the amount financed by Lessor under the Lease, references to leasing, purchasing, ownership and administration of "Equipment" under the Lease shall be broadly interpreted to include such Financed Fees.

"Fair Market Rental Value" or "Fair Market Sale Value" means the value of Equipment for lease or sale, in place and in continued use, which would be obtained in an arm's length transaction between an informed and willing retail lessor or seller (under no compulsion to lease or sell) and an informed and willing retail lessee or buyer (under no compulsion to lease or purchase), assuming that Equipment is in the condition specified by Sections 10 and 11 hereof, as determined by Lessor and Lessee or, if Lessor and Lessee cannot agree, by an American Society of Appraisers certified appraiser mutually acceptable to Lessor and Lessee.

"Financed Fees" means the license, subscription, service, installation, usage, and/or other fees and the charges for Software and/or Services, if any, specified on a Schedule.

"Guarantor" means any guarantor of Lessee's obligation hereunder.

"Initial Term Commencement Date" shall mean the first day of the month following Rent Commencement Date.

"Initial Term" shall have the meaning specified in the applicable Schedule.

"Lease Documents" means this Master Lease, a Schedule and all other documents relating to or provided in connection with a Lease, now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.

"License Agreement" means a software license agreement between Lessee and a Licensor relating to Software.

"Licensor" means the Supplier(s) of Software, solely in its (their) capacity as licensor of such Software.

"Purchase Agreement" means any purchase agreement or other contract between a Supplier and Lessee for the acquisition of Equipment, Software, or Services to be leased or financed under a Lease.

"Rent" means the periodic payments due for the lease of Equipment as set forth on the related Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under a Lease. The term "Rent" shall include interim rent, if any, as described in Section 5 hereof.

"Rent Commencement Date" means, with respect to a Lease, (a) the date on which Lessee accepts the Equipment for purposes of such Lease by executing a Certificate of Acceptance, (b) Lessor disburses funds for the purchase of Equipment, or (c) the date the Equipment was delivered to the location specified in the Schedule as determined by Lessor in its sole discretion.

"Rent Payment Date" shall have the meaning specified in the applicable Schedule.

"Services" means all training, installation, transportation, handling, maintenance, custom programming, integration, technical consulting and support services relating to Equipment and specified on a Schedule.

"Software" means the software and all related documentation, corrections, updates and revisions used in connection with Equipment and financed under a Schedule or included in the cost of the Equipment.

"Stipulated Loss Value" shall mean with respect to any item of Equipment on any Rent Payment Date during the applicable Lease Term shall be an amount equal to the sum of: (a) all Rent and any other amounts then due and owing to Lessor under the applicable Lease, together with all accrued interest and late charges thereon calculated through and including the date of calculation; plus (b) all Rent then remaining unpaid for the applicable Lease Term; plus (c) the amount of any purchase obligation with respect to such item of Equipment or, if there is no such obligation, then the fair market value of such item of Equipment at the end of the applicable Lease Term, as estimated by Lessor in its sole but reasonable discretion; plus, (d) any tax and/or other indemnification amounts becoming due as a result of the loss, cancellation of the Lease and/or Default, with (b) and (c) being discounted to net present value as of the date of calculation at a discount rate equal to 4%. If less than all of the Equipment subject to a Lease is involved in a Casualty Occurrence (the "Casualty Equipment"), the applicable Stipulated Loss Value (and reduction in the remaining Rent) shall be determined by Lessor on a prorata basis in accordance with the amount funded by Lessor with respect to the Casualty Equipment as a percentage of the total amount originally funded by Lessor for such Lease.

"Supplier" means the seller, manufacturer, licensor or the vendor of the Equipment.

"Term" has the meaning set forth in Section 6 hereof.

3. **Ordering Equipment.** Lessee hereby assigns to Lessor its right to purchase from Supplier under any applicable Purchase Agreement. All other rights and obligations, as provided in the Purchase Agreement, shall remain with Lessee. Lessor passes through to Lessee, to the extent permitted, all applicable warranties made available by Supplier in the Purchase Agreement in accordance with Section 30 herein and Lessee shall have the right to take any action it deems necessary to enforce such rights in Lessee's name at Lessee's expense. Lessee shall arrange for delivery of Equipment. If Equipment is subject to an existing Purchase Agreement between Lessee and the Supplier, and Equipment has been delivered to Lessee as of the date of the Schedule applicable thereto, Lessee warrants that it has advised Lessor of the delivery date(s) of such Equipment. Lessee hereby authorizes Lessor to complete each Schedule with the serial numbers and other identification data of Equipment associated therewith as such data is received by Lessor.

4. **Delivery and Acceptance.** Upon delivery to and acceptance by Lessee of any Equipment, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in form acceptable to Lessor ("Certificate of Acceptance"). LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE ANY FUNDS HEREUNDER UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR SUCH EQUIPMENT EXECUTED BY LESSEE.

5. **Rent; Delinquent Payments.** (a) Lessee shall pay the Rent: (i) from the Rent Commencement Date to the Initial Term Commencement Date and through the balance of the Lease Term; (ii) to Lessor at the address specified above unless otherwise instructed by Lessor or its Assignee; and (iii) except as modified in a Lease, all Rent is due in advance on the first day of each rental period or portion of a rental period during the Lease Term (each a "Rent Payment Date"). The Rent due and payable for portions of a rental period shall be calculated by Lessor on a prorata, per diem basis. Rent shall be due whether or not Lessee has received any notice that it is due, and all

Rent shall be paid to Lessor at its address set forth on the Schedule, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums under the Lease within five (5) days of the date when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the lesser of five percent (5%) of such delinquent amount or the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed Rent hereunder. Amounts due hereunder which remain unpaid more than thirty days after the applicable due date shall accrue interest at the lesser of 1.0% per month or the maximum permitted by law until paid in full.

6. **Term; Survival.** The term of each Lease shall consist of the period from the Rent Commencement Date to the Initial Term Commencement Date (the "Interim Term"), plus the Initial Term specified in the Equipment Schedule, and any applicable renewal term specified in the Equipment Schedule (together, the Interim Term, the Initial Term and any Renewal Term, collectively referred to herein as the "Term").

7. **Location; Inspection; Labels.** Equipment shall be delivered to the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment during normal business hours, upon reasonable prior notice to Lessee, and in compliance with Lessee's then current security regulations and procedures. At Lessor's request, Lessee shall (a) affix permanent labels in a prominent place on Equipment stating Lessor's interest in the Equipment, (b) keep such labels in good repair and condition, and (c) provide Lessor with an inventory listing of all labeled Equipment within thirty days of such request.

8. **Non-Cancelable Lease.** EACH LEASE UNDER THIS AGREEMENT IS A NET LEASE. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS HEREUNDER ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF CANCELLATION, SET OFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS IN A SEPARATE CAUSE OF ACTION. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THE LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT, AND UNDERSTANDS THAT LESSEE MAY ASSERT SUCH CLAIMS AGAINST SUPPLIER OR LICENSOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LESSOR SHALL RE-ASSIGN TO LESSEE ALL APPLICABLE RIGHTS UNDER A PURCHASE AGREEMENT AS NECESSARY TO GIVE EFFECT TO THIS PROVISION IN ACCORDANCE WITH SECTIONS 3 AND 30 HEREUNDER.

9. **Use; Alterations.** (a) Lessee shall use Equipment lawfully and only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. Lessee shall comply with all applicable laws with respect to the Equipment. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law, a governmental body, or the manufacturer (including repairs from any recall or safety bulletin). All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent which consent shall not be unreasonably delayed, conditioned, or withheld.

(b) Lessee, at its own expense, may from time to time add or install upgrades or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to Equipment, (ii) do not adversely affect the Fair Market Value, the Fair Market Rental Value, residual value, productive capacity, utility or remaining useful life of Equipment and (iii) do not cause Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades shall remain the

property of the Lessee. Upon the expiration or earlier cancellation of the Lease, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore Equipment to the condition required hereunder.

(c) If any Equipment covered under any Lease becomes attached or affixed to, or used in connection with, Equipment covered under another Lease hereunder (a "Related Lease"), Lessee agrees that, if Lessee elects to exercise a purchase option or renewal option under any such Lease, or if Lessee elects to return Equipment under such Lease, then Lessor, in its reasonable discretion, may require Lessee to exercise the same option with respect to all Equipment leased under all Related Leases.

10. **Repairs and Maintenance.** Lessee, at Lessee's cost and expense, shall (a) keep Equipment in good repair, good operating condition, appearance and working order in compliance with the manufacturer's recommendation in all material respects and Lessee's standard practices (but in no event less than industry practices), (b) take all actions necessary to ensure that the Equipment will be eligible, at the expiration of the Term for a standard, full service maintenance contract with the manufacturer, if available, (c) properly service all components of Equipment following the manufacturer's written operating and servicing procedures in all material respects, (d) to the extent available, enter into and keep in full force and effect during the Term a maintenance agreement covering the Equipment with the manufacturer, or a manufacturer-approved maintenance organization, to maintain, service and repair such Equipment, as otherwise required herein, provided that an alternate source of maintenance may be used by Lessee with Lessor's prior written consent or, if applicable, utilize Lessee's own maintenance department for the maintenance and servicing of the Equipment, and (e) replace any part of the Equipment that becomes unfit or unavailable for use from any cause (whether or not such replacement is covered by a maintenance agreement) with a replacement part that, in Lessor's reasonable opinion, is of the same manufacture, value, remaining useful life and utility as the replaced part immediately preceding the replacement, assuming that such replaced part was in the condition required by the applicable Lease. Replacement parts shall be free and clear of all liens, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

11. **Return of Equipment.** Except as otherwise provided in a Schedule, upon the expiration or earlier termination or cancellation of each Lease, Lessee, at its sole expense, shall de-install, assemble, pack properly and in accordance with the manufacturer's instructions (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return to Lessor all, but not less than all, Equipment by delivering the Equipment to and unloading it at such location or with such carrier as Lessor shall specify. Lessee agrees that (a) Equipment, when returned, shall be in in good repair, condition and working order, ordinary wear and tear excepted, and (b) upon Lessor's request, Lessee will obtain from the manufacturer (or other maintenance service provider previously approved by Lessor or manufacturer) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect. When returned, all data and other information stored on hard drives and other media storage devices ("Stored Data") shall have been securely overwritten and destroyed beyond recovery using advanced wiping techniques (such process being referred to as "Data Erasure"). If Data Erasure is not technically feasible, Lessee may remove and destroy the applicable hard drives and other media devices, and in such event the drives and devices shall be deemed to have suffered a Casualty Occurrence and shall be subject to the provisions of Section 13 hereof. If, in the reasonable opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay, on demand, all costs and expenses incurred in connection with the repairing and restoring of such Equipment so as to meet such standards. If Lessee fails to return any Equipment as required hereunder, then all of the Lessee's obligations under the Lease (including, without limitation, Lessee's obligation to pay Rent for the Equipment at the rental then applicable under the Lease) shall continue in full force and effect until such Equipment shall have been returned in the condition required under the Lease or Lessee pays Lessor the applicable Stipulated Loss Value thereof.

12. **Sublease and Assignment.** (a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED), (i) SELL, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE OTHER THAN

LESSEE OR LESSEE'S AFFILIATES OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES AND QUALIFIED AGENTS.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in each Lease and/or any Equipment (each, a "Lessor Transfer"). Any purchaser, transferee, assignee or secured party of Lessor (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates. LESSEE AGREES (A) LESSOR ASSIGNEE DOES NOT ASSUME ANY OF THE OBLIGATIONS OF LESSOR UNDER SUCH LEASE, HOWEVER LESSOR SHALL REMAIN LIABLE FOR SAME; AND (B) UPON RECEIVING WRITTEN NOTICE OF THE ASSIGNMENT, LESSEE SHALL PAY ALL ASSIGNED RENT AND OTHER AMOUNTS DUE UNDER SUCH LEASE UNCONDITIONALLY, WITHOUT OFFSET, AND LESSEE FURTHER AGREES THAT SUCH RENTAL PAYMENTS AND OTHER AMOUNTS SHALL BE PAYABLE NOTWITHSTANDING ANY DEFENSE OR COUNTERCLAIM WHATSOEVER, WHETHER BY REASON OF BREACH OF SUCH LEASE, THE EXERCISE OF ANY RIGHT UNDER SUCH LEASE, OR OTHERWISE, WHICH LESSEE MAY NOW OR HEREAFTER HAVE AGAINST LESSOR, OTHER THAN PAYMENT IN FULL OR TERMINATION OF THE APPLICABLE LEASE (LESSEE RESERVES ITS RIGHT TO HAVE RECOURSE DIRECTLY AGAINST LESSOR ON ACCOUNT OF ANY SUCH DEFENSE OR COUNTERCLAIM). Upon written notice of a Lessor Transfer, Lessee shall promptly acknowledge in writing Lessee's obligations under the applicable Lease, shall comply with the written directions or demands of any Lessor Assignee in accordance with this Master Lease, and shall make all payments due under the applicable Schedule as directed in writing by the Lessor Assignee. Following such Lessor Transfer, the term "Lessor" shall be deemed to include or refer to each Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b).

(c) Subject to the restriction on assignment contained in subsection (a), the Lease Documents shall inure to the benefit of, and are binding upon, the successors and assigns of the parties thereto including, without limitation, each person who becomes bound thereto as a "new debtor" as set forth in the Uniform Commercial Code ("UCC").

13. **Risk of Loss; Damage to Equipment.** (a) Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to Equipment from any cause whatsoever), whether or not insured against, from the moment that risk of loss passes from Supplier to Lessee until Lessee exercises a purchase option or returns the Equipment to Lessor in accordance with Section 11 hereof (the "Risk Period"). No such loss shall relieve Lessee of the obligation to pay Rent or any other obligation under the related Lease unless all Rent due and owing under the Lease with respect to such Equipment has been paid to Lessor.

(b) If any Equipment is lost, stolen or damaged beyond repair, confiscated, seized or the use and/or title thereof requisitioned to someone other than Lessee (any such event being a "Casualty Occurrence"), Lessee shall immediately notify Lessor of such event. On the next Rent Payment Date following the occurrence of the Casualty Occurrence, the parties shall work together in good faith to determine whether Lessee shall either (i) replace Equipment with equipment that, in Lessor's sole opinion, is of the same manufacture, value, remaining useful life and utility as the replaced Equipment immediately preceding the Casualty Occurrence, assuming such replaced Equipment was in the condition required by the Lease ("Replacement Equipment") or (ii) pay to Lessor the Stipulated Loss Value for the Equipment as of that Rent Payment Date. If the parties elect to allow the replacement of Equipment as set forth in subsection (i) above, Lessee shall cause the Supplier of such Replacement Equipment to deliver to Lessor a bill of sale for such Replacement Equipment free and clear of all liens and encumbrances, and such Replacement Equipment shall become Equipment subject to the applicable Lease. Upon Lessor's receipt of the bill of sale or the amounts specified in subsection (ii) above, Lessee shall be entitled to Lessor's interest in the Replacement Equipment, in its then condition and location, "AS-IS WHERE-IS" without any warranties, express or implied.

14. **Insurance.** (a) Lessee shall, at all times during the Term of each Lease and at the Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment in an amount not less than the Stipulated Loss Value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property

damage in an amount not less than \$2,000,000 per occurrence or as otherwise stated in each Schedule.

(b) All insurance policies required hereunder shall be with insurance carriers, reasonably satisfactory to Lessor and shall include the following terms: (i) all physical damage insurance shall include Lessor and its assigns with the lender's loss payable clause or endorsement, or if such designation is not permitted, as loss payee (ii) all liability insurance shall name Lessor and its assigns as additional insureds, and (iii) coverage shall not be invalidated against Lessor or its assigns because of any violation of any condition or warranty contained in any policy or application therefor by Lessee or by reason of any action or inaction of Lessee. On or before the date of the Master Lease, and annually on or before the expiration date of the then-current insurance policies, Lessee shall deliver to Lessor Acord 27 or 28 certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this Section. Lessee represents and warrants that it shall not cancel or alter, and shall indemnify Lessor and its assigns for any cancellation or alteration due to an act, omission, or nonpayment of premiums for, any of the insurance policies required under this Lease without providing at least thirty (30) days' written notice to Lessor.

15. **Taxes.** Lessee shall pay when due and shall indemnify and hold harmless Lessor (on an after-tax basis) from and against any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of every kind and nature whatsoever (including any related penalties and interest) (collectively, "Taxes") imposed upon or against Lessor, any Lessor Assignee, Lessee or any Equipment by any governmental authority in connection with, arising out of or otherwise related to Equipment, the Lease Documents or the Rent and receipts or earnings arising therefrom and excepting (i) all Federal, state and local Taxes on or measured by Lessor's net income or (ii) Taxes attributable to any transfer or assignment of Lessor's interest under a Schedule (except for a transfer to Lessee). Whenever each Lease expires, terminates or is canceled as to any Equipment, Lessee, upon written request by Lessor, shall advance to Lessor the amount estimated by Lessor to be the taxes on said Equipment that are not yet payable, but for which Lessee is responsible. At Lessee's request, Lessor shall provide Lessee with Lessor's method of computation of any such estimated taxes.

16. **Lessor's Right to Perform for Lessee.** Subject to the cure periods set forth in Section 18, if Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of 1.25% per month or the maximum permitted by law shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.

17. **Personal Property; Liens.** Lessee represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep the Equipment free and clear from all liens, claims, charges and encumbrances of any kind or nature. Lessee shall not lend, pledge, sublease, or allow any third party to have an enforceable right in or to the Equipment or any Lease; or, permit to exist any security interest, lien or encumbrance with respect to any of the Equipment other than those created by, through or under Lessor. If, in violation of the foregoing covenant, any prohibited lien or encumbrance shall attach to Equipment, Lessee shall (a) give Lessor immediate written notice thereof and (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge such lien.

18. **Default; Remedies.** (a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under a Lease within ten (10) days after the same shall have become due; (ii) Lessee or any Guarantor becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee or any Guarantor of all or a substantial part of Lessee's or such Guarantor's assets is appointed with or without the application or consent of Lessee or such Guarantor, respectively; (iv) a petition is filed by or against Lessee or any Guarantor under any bankruptcy, insolvency or similar law and the petition is not dismissed within 30 days after filing; (v) Lessee or any Guarantor violates or fails to perform any provision of any Lease (other than the Defaults identified in this section) or any guaranty of a Lease and such violation or failure to perform continues uncured for more than thirty (30) days following notice from Lessor to the extent it is aware of such violation or failure

to perform; (vi) Lessee or any Guarantor violates or fails to perform any provision that causes an "Event of Default" under any loan, lease or other agreement with Lessor or Lessee's senior credit agreements and such "Event of Default" entitles the creditor to declare the related indebtedness due prior to its scheduled maturity and such right is actually exercised; (vii) any warranty or representation made by Lessee herein or in the Lease proves to have been false or misleading when made; (viii) there is a material adverse change in Lessee's or any Guarantor's financial condition since the related Rent Commencement Date which at Lessor's commercially reasonable discretion, makes it unlikely that Lessee or Guarantor will be able to comply with the terms of the Lease; (ix) Lessee or any Guarantor merges or consolidates with any other corporation or entity and is not the surviving entity, or sells, leases or disposes of all or substantially all of its assets or undergoes a "Change of Control" (as defined below) to any entity other than a subsidiary or affiliate of Lessee as part of an internal restructuring, in each case, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed, or conditioned (provided no consent shall be required and no resulting default shall occur if the credit rating of the successor corporate entity by merger, consolidation, or otherwise is risk rated better than Lessee or Guarantor per Moody's Investors Service or Standard & Poor's, respectively; so long as Lessee or Guarantor provides Lessor with written notice of such merger or consolidation within thirty (30) days of the occurrence thereof); (x) Lessee or any Guarantor, if an individual dies or, if not an individual, is dissolved; (xi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease; (xii) Lessee violates or fails to perform any provision that causes an "Event of Default" under any real estate lease or mortgage relating to a location at which items of Equipment are located, and such "Event of Default" has not been cured within the applicable time set forth in the agreement for remedying such "Event of Default" and the applicable landlord or mortgagee has commenced exercise of its remedies; or (xiii) Lessee fails at any time to have or maintain insurance as required by the Lease, or Lessee fails to deliver proof of insurance to Lessor as required by the Lease. A Default with respect to any Lease shall, at Lessor's option, constitute a Default for all Leases and any other agreements between Lessor and Lessee. For purposes of this Agreement a "Change of Control" means any sale, lease, transfer or other assignment of all or substantially all the assets of any Lessee or Guarantor or any merger or consolidation of any Lessee or Guarantor with another corporation or entity, in each case, resulting in any such corporation or entity acquiring beneficial ownership of 50% or more of the outstanding voting securities of Lessee or Guarantor, except, in any such case, for any transaction in which the acquiring corporation or entity is an affiliate or subsidiary of Lessee or Guarantor as part of an internal restructuring.

(b) Upon the occurrence of a Default, that is continuing, Lessor may do one or more of the following as Lessor in its sole discretion shall elect with respect to each or any Lease then in Default: (i) proceed by appropriate court action to enforce performance by Lessee of the related Lease or to recover damages, for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing; (iii) by notice in writing to Lessee, cancel or terminate the related Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of the Lessee or other premises where any Equipment may be located by any lawful means and, without notice to Lessee and with or without legal process, take possession of and remove all or any such Equipment in accordance with Lessee's then current security procedures and procedures and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) by notice in writing to Lessee, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable the Stipulated Loss Value under such Lease without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee), at which time the same shall become immediately due and payable; (vi) sell any Equipment and/or Collateral (as defined below) at public or private sale or hold, keep idle or lease to others any Equipment; (vii) apply any sale or remarketing proceeds of any Collateral to such Lease at any time to reduce any amounts due to Lessor) terminate or cause the Supplier to terminate any applicable License Agreement(s) and/or suspend provision of any applicable services financed under a Lease; and (ix) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's right under the Lease, before or in connection with litigation or arbitration and for any deficiency in the disposition of the Equipment. Except for the notice provided in Section 18(b)(v), notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment,

presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee. Interest on the Stipulated Loss Value under any Lease shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, from the date declared due until paid in full. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that fifteen (15) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor or any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other Collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS-IS, WHERE-IS" basis, in compliance with applicable law and with such preparation, if any, as Lessor determines to be commercially reasonable. Lessee shall remain liable for any deficiency in the disposition of the Equipment, and any purchase by Lessor of the Equipment may be through a credit to some or all of Lessee's obligation under any lease.

19. **Notices.** All notices and other communications hereunder shall be in writing and shall be transmitted by hand, via email, overnight courier or certified mail (return receipt requested), US postage prepaid. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this Section. Such notices and other communications shall be effective upon the earlier of receipt or three days after mailing if mailed in accordance with the terms of this Section provided that all notices sent via email shall also be sent by overnight courier or certified mail (return receipt requested).

20. **Indemnity.** Lessee shall indemnify and hold harmless Lessor and each Lessor Assignee, on an after tax basis, from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, demands and judgments (collectively, a "Liability") to the extent resulting from: (a) Lessee's failure to perform any covenant under the Lease Documents, (b) the breach of any representation or warranty made by Lessee under the Lease Documents, (c) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, control, loss, damage, destruction, removal, storage, surrender, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment or (d) injury to persons, property or the environment including any Liability based on strict liability in tort, negligence, breach of warranties or Lessee's failure to comply fully with applicable law or regulatory requirements; *provided*, that the foregoing indemnity shall not extend to any Liability to the extent resulting from the gross negligence or willful misconduct of Lessor or any Lessor Assignee. The indemnities in this Section 20 shall survive termination of any Lease.

21. **Fees and Expenses.** Lessee shall pay all reasonable costs and expenses of Lessor, including, without limitation, reasonable attorneys' and other professional fees, returned check or non-sufficient funds charges, processing fees, the fees of any collection agencies and appraisers and all other costs and expenses related to any sale or re-lease of Equipment (including storage costs) incurred by Lessor in enforcing any of the terms, conditions or provisions hereof or in protecting Lessor's rights hereunder.

22. **Financial and Other Data.** During the Term hereof, Lessee shall furnish Lessor (a) as soon as available, and in any event within one hundred twenty (120) days after the last day of each fiscal year, accountant prepared audited financial statements of Lessee and (b) from time to time as Lessor may reasonably request, other financial reports, information or data (including federal and state income tax returns) and quarterly or interim financial statements including both a balance sheet and income statement of Lessee. All such information shall be audited (or if audited information is not available, compiled or review) by an independent certified public accountant.

23. **Representations and Warranties of Lessee.** As of the date hereof and the Rent Commencement Date for each Lease, Lessee represents and warrants that: (a) the address stated above is the chief place

of business and chief executive office of Lessee, Lessee's full and accurate legal name is as stated above and the information describing Lessee set forth under Lessee's signature below is accurate in all respects; (b) Lessee is either (i) an individual and the sole proprietor of its business which is located at the address set forth above and doing business only under the names disclosed herein, or (ii) a limited liability company or corporation duly organized and validly existing in good standing under the laws of the state of its organization or incorporation, or (iii) a general or limited partnership organized under the laws of the state of its principal place of business set forth in the Lease or the Lease Documents and the general partner executing this Master Lease has the full authority to represent, sign for and bind Lessee in all respects; (c) the execution, delivery and performance of this Master Lease, each Lease and all related instruments and documents (i) have been duly authorized by all necessary action on the part of the Lessee, (ii) do not require the approval of any stockholder, partner, manager, trustee, or holder of any obligations of Lessee except such as have been duly obtained, and (iii) do not and will not contravene any applicable law, governmental rule, regulation or order now binding on Lessee, or contravene the operating agreement, charter or by-laws of Lessee, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of Lessee under, any indenture, mortgage, contract or other agreement to which Lessee is a party or by which it or its property is bound; (d) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms; (e) each individual executing this Master Lease, each Equipment Schedule and any documents relating to such Lease on Lessee's behalf was duly authorized to do so; (f) there are no actions or proceedings to which Lessee is a party, and there are no other actions or proceedings threatened in writing of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would materially adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; (g) Lessee is not in default under any obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which, either individually or in the aggregate, would materially adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; (h) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles in all material respects, consistently applied, and fairly present Lessee's financial condition and the result of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations; and (i) neither Lessee nor any Guarantor: (1) is an individual, entity or organization identified on any Office of Foreign Assets Control ("OFAC") "watch list", including, without limitation, OFAC's list of Specially Designated Nationals and Blocked Persons, or any Federal Bureau of Investigation "watch list" or Bureau of Industry and Security list of unverified persons or denied persons, and it is not an affiliation of any kind with such an individual, entity or organization; (2) has a shell bank or offshore bank; and (3) is a Person or entity resident in or whose funds are transferred from or through or has operations in, a jurisdiction identified as non-cooperative by the Financial Action Task Force or sanctioned by OFAC.

24. **Disclaimers and Waivers.** OTHER THAN LESSOR'S COVENANT OF QUIET ENJOYMENT IN SECTION 27, LESSOR DISCLAIMS, AND LESSEE WAIVES, TO THE EXTENT ALLOWED BY LAW, ANY WARRANTIES CONTAINED IN §§2A-211, 2A-212, AND 2A-213 OF ARTICLE 2A OF THE UCC AND ANY RIGHT TO DEEM LESSOR IN DEFAULT PURSUANT THERETO AND ALL OF LESSEE'S RIGHTS AND REMEDIES UNDER §§2A-508 THROUGH 522 OF ARTICLE 2A OF THE UCC OR OTHER APPLICABLE LAW. If Lessee has any claims regarding any Equipment, or any other matter arising from Lessee's relationship with the Supplier, Lessee must make such claims directly against the Supplier.

25. **UCC Filings.** Lessee hereby (a) authorizes Lessor to file and record, such UCC financing statement(s), amendments thereto and other lien recordation documents describing the Collateral (as defined below) and (b) ratifies such authorization with respect to any UCC financing statements or amendments thereto prior to the date of such Lease and to do all lawful acts or things that Lessor may deem reasonably necessary to protect Lessor's title and interest in such Equipment and under such Lease subject to the terms of this Lease. Lessee hereby covenants and agrees that it shall not file any corrective or termination statement with respect to any UCC financing statements recorded by or for the benefit of Lessor with respect to any Equipment without Lessor's prior written consent. In order to secure the

payment and performance in full of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest in all of the Equipment subject to a Lease, including all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchange, and all proceeds of the foregoing in any form or kind (collectively, the "Collateral").

26. **Miscellaneous; Governing Law.** (a) Time is of the essence with respect to each Lease. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of a Lease shall not be construed as a consent or waiver of any provision of such Lease. Each Lease will be binding upon Lessor only if executed by a duly authorized officer or representative of Lessor. A duly authorized officer or representative of Lessor shall execute the Lease Documents on Lessor's behalf. An authorized signer of Lessee shall execute the Lease Documents on Lessee's behalf. Any provision of a Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof. Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

(b) EACH LEASE IS BEING DELIVERED IN, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER STATE.

(c) Any dispute, claim or controversy arising out of or relating to the Master Lease or any Lease shall be brought exclusively in the state or federal courts located in New York, New York and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of litigating and resolving all such controversies, disputes, or claims. Each of the parties hereto (i) accepts the exclusive jurisdiction of such courts and any related appellate court and agrees to be bound by any judgment rendered by any such court in connection with any such proceeding and (ii) waives any objection it may now or hereafter have as to the venue of any such proceeding brought in such court or that such court is an inconvenient forum. The foregoing shall not prevent any action in any other court to enforce a judgment or to acquire or reacquire possession of any Equipment.

(d) LESSOR AND LESSEE HEREBY EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO EQUIPMENT OR EACH LEASE OR ANY OTHER LEASE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION OR PROCEEDING TO WHICH LESSOR OR LESSEE MAY BE PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY, OF THIS AGREEMENT OR THE OTHER LEASE DOCUMENTS OR ANY PROVISIONS HEREOF OR THEREOF. THIS WAIVER IS MADE KNOWINGLY, WILLINGLY AND VOLUNTARILY BY LESSOR AND LESSEE WHO EACH ACKNOWLEDGE THAT NO REPRESENTATIONS HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO EACH LEASE AND THE LEASE DOCUMENTS.

27. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy Equipment without interruption by Lessor or any person or entity claiming through Lessor.

28. **Entire Agreement.** Each Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the leasing of Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease may be amended except by a writing signed by Lessor and Lessee. Delivery of an executed Lease Document by email or

any other reliable means shall be deemed as effective for all purposes as delivery of manually executed copy Lessee shall provide to Lessor the manually executed originals of any Lease Document delivered electronically to Lessor within five days

29 **More than One Lessee.** If more than one person or entity executes the Lease Documents as 'Lessee', the obligations of 'Lessee' shall be deemed joint and several and all references to 'Lessee' shall apply both individually and jointly

30 **Disclaimer of Warranties.** OTHER THAN LESSOR'S COVENANT OF QUIET ENJOYMENT IN SECTION 27, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TITLE TO, DESIGN, OPERATION, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), LACK OF INFRINGEMENT ON ANY PATENT, TRADEMARK OR COPYRIGHT, AND LESSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE 'AS-IS' WHERE-IS. LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE AND FOR SO LONG AS LESSEE IS NOT IN DEFAULT UNDER ANY LEASE, ANY WARRANTY PROVIDED BY THE SUPPLIER

31 **Execution in Counterparts.** The Master Lease and all other Lease Documents may be executed in one or more counterparts and by different parties hereto or thereto on separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; except, to the extent that any Lease Documents constitute chattel paper under the UCC, no security interest therein may be created other than through the transfer or possession of the original counterpart, which shall be identified by Lessor. Any signature, execution and delivery of any document or instrument may be satisfied, in Lessor's sole discretion and to the extent permitted by the UCC, by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A photocopy, printed electronic image or facsimile of this Master Lease, any Schedule and/or any related document that includes copies of the signatures of the parties hereto shall be treated as an original document and proof of the agreement between the parties. This Master Lease, any Schedule and any and all ancillary documents may be electronically and/or digitally executed. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or legal entity that opens an account or establishes a relationship with a financial institution. Specifically, this means that when you start a relationship or open an account with Lessor, Lessor will ask you for your name, address, date of birth for personal accounts, and other information, such as your tax identification number, to allow Lessor to identify you. Lessor may also ask to see the driver's license, passport, and other identifying documentation of the person(s) who executes the Lease Documents

32 **Software.** To the extent that any Schedule relates to Software:
(a) Lessee acknowledges that (i) all Software is furnished to Lessee under one or more separate license agreements ("License Agreement(s)" governing Lessee's rights thereto, (ii) the Lease does not convey any explicit or implicit license for the use of Software or other intellectual property relating to Equipment, and (iii) Lessor does not hold title to any Software and Lessee is or shall be the licensee of such Software directly from the Licensor
(b) Lessee shall not amend, modify or otherwise alter, any term or condition of any License Agreement, including without limitation, any such term or condition related to (i) payment of any amounts due thereunder, (ii) any liabilities or obligations of Lessee as licensee, (iii) the payment of late fees on past due amounts, or (iv) the payment of applicable taxes, provided, however, that this provision shall not apply to those terms or conditions relating solely to amounts owing to Licensor which have not been financed under the Lease.

(c) Lessee and Lessor each further agrees that any operation system software supplied with the Equipment is not included within the above definition of "Software" and shall be returned with the Equipment at the end of the Term, in accordance with Section 11 of this Master Lease

(d) In addition to the indemnities and hold harmless provided for in Section 20 herein, Lessee agrees to hold Lessor harmless and indemnify and reimburse Lessor for any loss or cost associated with any violation of the License Agreement(s) by Lessee, including but not limited to unauthorized use, disclosure, transfer or software and patent or copyright infringement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Lease as of the day and year first above written

LESSEE **CYXTERA DC HOLDINGS, INC.**
By [Signature]
Print Name CAROL SHERIDAN
Title CEO
Date 12/23/2020

LESSOR **LIBERTY COMMERCIAL FINANCE, LLC**
By [Signature]
Print Name Stephen B Peterson
Title Chief Credit Officer
Date 12/23/2020



Equipment Schedule No. 02

This EQUIPMENT SCHEDULE NO. 02 ("Schedule") between **Liberty Commercial Finance LLC** ("Lessor") and **Cyxtera DC Holdings, Inc. and Cyxtera Communications, LLC** (collectively "Lessee") is dated as of December 22, 2020 and is issued in connection with the Master Equipment Lease Agreement number 32133 dated as of December 17, 2020 ("Master Lease" and the Schedule with the Master Lease terms incorporated therein, the "Lease"). Unless otherwise defined, capitalized terms used herein shall have the same meanings specified in the Master Lease.

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the Equipment listed on Exhibit A attached hereto.
2. **TERM.** The Initial Term of this Lease expires on the date that is 36 months after the Initial Term Commencement Date (the "Initial Term Expiration Date").
3. **EQUIPMENT COST:** \$12,727,996.02
4. **MONTHLY EQUIVALENT LEASE RATE FACTOR: ("MELRF"):** 0.03179
5. **MONTHLY RENT:** \$404,622.99

The actual Rent amount will be determined by multiplying the MELRF by the actual Equipment Cost. At the time of the Acceptance Date (or until such time as all final Lease related documentation is received by Lessor and/or Lessor Assignee), the MELRF may be adjusted upward in direct relation to any movement of US SWAP rates with a maturity equal to the Initial Term. The base US SWAP rate to be used for comparison purposes shall be 1.00%.

6. **PAYMENT FREQUENCY:** Monthly

Lessee agrees that, for so long as lease payments are owed under the Schedule, it will take all steps necessary to enable Lessor to ACH debit Lessee's bank account for all payments, or establish and authorize regular ACH transfers from Lessee's primary checking to Lessor's bank account, whichever is preferred by Lessor at Lessor's sole discretion.

7. **EQUIPMENT LOCATION:** Various locations as identified on the attached Schedule A.
8. **BILLING ADDRESS:** 2333 Ponce De Leon Blvd. Suite 900, Coral Gables, FL 33134

10. **PURCHASE OPTION TERMS.** So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option (the "Purchase Option") to purchase all, but not less than all, Equipment on the Initial Term Expiration Date for an amount equal to \$1.00, plus any applicable taxes (the "Purchase Option Price"). Lessee shall not be obligated to provide Lessor with advance notice of Lessee's election of the Purchase Option. Payment of the Purchase Option Price, together with all other amounts due and owing by Lessee under the Lease shall be made on the Initial Term Expiration Date in immediately available funds. Upon satisfaction in full of Lessee's obligations hereunder, Lessor shall convey to Lessee all of Lessor's right, title and interest in and to the Equipment on an "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT THAT LESSOR SHALL WARRANT THAT SUCH EQUIPMENT IS FREE AND CLEAR OF ANY LIEN OR ENCUMBRANCES ARISING BY OR THROUGH LESSOR. Lessee's right, if any, to continued use of any Equipment subject to a License Agreement shall be as set forth in the applicable License Agreement.

11. **NATURE OF TRANSACTION.** (a) **General.** The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess

portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law. (b) **Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly file and pay all such property taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill. (c) **Disclaimer.** **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

12. **FURTHER ASSURANCES.** LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE. Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessor: LIBERTY COMMERCIAL FINANCE LLC

Lessee: CYXTERA DC HOLDINGS, INC.

By: [Signature]
Print Name: Stephen B. Peterson
Title: Chief Credit Officer
Date: 12/10/2020

By: [Signature]
Print Name: CARLOS SALASIN
Title: CEO
Date: 12/18/2020

Co-Lessee: CYXTERA COMMUNICATIONS, LLC

By: [Signature]
Print Name: CARLOS SALASIN
Title: CEO
Date: 12/18/2020

EXHIBIT A

EQUIPMENT DESCRIPTION

Lessor: Liberty Commercial Finance LLC

Lessee: Cyxtera DC Holdings, Inc. and Cyxtera Communications, LLC

Lease: Equipment Schedule No. 02 to Master Equipment Lease Agreement dated as of December 17, 2020.

Supplier	Quantity	Equipment Description	Project Location
Cannon & Wendt Electric Co.	1	Labor, Material and Equipment required to install Branch Circuits, Redundant 4" Pathways (4) inside and (6) outside and Complete Tray/Ladder Rack installation.	615 North 48th Street Mods Space Phoenix, AZ 85008
Cummings Electrical Inc	1	Electrical Work including but not limited to MV Transformer Replacement and Repairs	14901 FAA Boulevard Fort Worth, TX 76155
HITT Contracting Inc.	1	General Construction Contract via Architect Sigma Design Group	45901 Nokes Blvd. Sterling, VA 20166
HITT Contracting Inc.	1	General Construction Contract including but not limited to SFO3B UPS Replacements	1320 Kifer Road Sunnyvale, CA 94086
HITT Contracting Inc.	1	General Construction Contract Via Architect Jackson Main including but not limited to; Demolition; Site Logistics; Carpentry; Doors, Frames and Hardware; Drywall; Ceilings; Flooring; Paint; Fire Suppression; Electrical; Building Permit and Insurance	12301 Tukwila Int'l Blvd Tukwila, WA 98168
Murphy Mechanical	1	DEN1-A-CHW Piping Modifications	9180 Commerce Center Circle Highlands Ranch, CO 80129
Pinnacle Services, Inc.	1	Electrical Permit and installation of primary and redundant circuits and receptacles for Roblox Cage Phase 4	2425 Busse Road Elk Grove Village, IL 60007
Therma LLC	1	Condenser Coil Replacement	2401 Walsh Avenue Santa Clara, CA 95051
Vertiv Corporation	4	Data Center Cooling System	SF01, POD A 2401 Santa Clara Avenue Santa Clara, CA 95051

Including all additions, accessions, and attachments thereto, and all substitutions, replacements, and proceeds (including insurance proceeds) thereof.



Addendum to Equipment Schedule No. 02

This Addendum is supplemental to and made a part of the Equipment Schedule No. 02 (the "Schedule No. 02") to that Master Equipment Lease Agreement No. 32133 dated December 17, 2020 (the "Master Lease") by and between **Cyxtera DC Holdings, Inc. and Cyxtera Communications, LLC** (collectively "Lessee") and **Liberty Commercial Finance LLC** ("Lessor"). Capitalized terms used in this Addendum without definition shall have the meanings set forth in Schedule No. 02, unless the context hereof otherwise specifically requires. This Addendum is to be construed as supplemental to, and part of, Schedule No. 02. In the event of any inconsistency between the Schedule No. 02 and this Addendum, the terms and provisions of this Addendum shall prevail. This Addendum amends only Schedule No. 02 and no other Equipment Schedule subject to the Master Lease. Notwithstanding the terms and conditions contained in Schedule No. 02, and to the limited extent hereof, the parties agree as follows:

Section 3 – **EQUIPMENT COST**: \$12,727,996.02 is hereby amended and restated to; \$12,160,841.04, which includes taxes paid directly by the Lessor to Washington Sales Tax of \$79,081.04, Colorado Sales Tax of \$53,955.65, Arizona Sales Tax of \$86,690.45 and California Sales Tax of \$168,888.06.

Section 5 – **MONTHLY RENT**: \$404,622.99; is hereby amended and restated to \$386,593.14, plus applicable taxes.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

Lessor: LIBERTY COMMERCIAL FINANCE LLC

By:  _____

Print Name: Stephen Peterson

Title: Chief Credit Officer

Date: January 31, 2021

Lessee: CYXTERA DC HOLDINGS, INC.

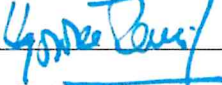
By:  _____

Print Name: Carlos Sagasta

Title: CFO

Date: January 31, 2021

Lessee: CYXTERA COMMUNICATIONS, LLC

By:  _____

Print Name: Carlos Sagasta

Title: CFO

Date: January 31, 2021



NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Re: Equipment Schedule No. 02 ("Lease") to Master Equipment Lease Agreement No. 3 2 1 3 3 dated as of December 17, 2020 ("Master Lease") between Liberty Commercial Finance LLC, as lessor or creditor ("Lessor"), and Cyxtera DC Holdings, Inc. and Cyxtera Communications, LLC as lessee or debtor (collectively "Lessee").

Equipment Leased: See Exhibit A to Equipment Schedule No. 02

Commencement Date of Lease: February 1, 2021

Sir or Madam:

Notice is hereby given that the Lessor has sold, assigned, granted a security interest in, and/or transferred some or all of the Lease and the rents and other sums due and to become due thereunder, and the Equipment subject thereto (as defined in the Lease) to ACM ELF ST LLC ("Assignee").

Lessee is hereby directed, and by signature below, consents to such sale, assignment, grant of a security interest, and/or transfer to Assignee, and commencing February 1, 2021 ("Rent Assignment Date") agrees to pay directly to ACM ELF ST LLC, until Assignee instructs Lessee otherwise in writing, all rents and other payments including, without limitation, all rentals, stipulated loss value payments, termination payments, applicable late charges, attorneys' fees and expenses of collection and enforcement of the Lease, and all other sums due and to become due under the Lease (collectively, the "Payments").

Lessee, by signature below, certifies and confirms to Assignee, and agrees as follows:

1. As of the Rent Assignment Date, the following rents remain outstanding and payable by Lessee under the Lease and Lessee agrees to pay all such rents directly to Assignee on their respective due dates: Thirty-Five (35) equal monthly rent payments each in the amount of \$386,593.14, plus applicable taxes, with the first such assigned rent payment being due on March 1, 2021 and continuing on the first day of each month thereafter, ending with the payment due on January 1, 2024. In addition to such remaining Payments, Assignee shall be entitled to receive any and all amounts payable by Lessee in connection with the exercise of end of term options and/or obligations. For all Payments not subject to ACH collection by Lessor or Assignee, Lessee shall pay such Payments via wire to the following:

Bank Name: Bank of America
Address: 100 W 33rd St New York, NY 10001
Routing/ABA: 026009593
Account: 8666050143
Reference: Cyxtera 32133 Schedule 02

2. That the aforesaid rentals are the firm, fixed rentals due under the Lease and are not subject to any adjustment.

3. That Lessee's obligation to make the Payments to Assignee is absolute and unconditional, and Lessee will pay directly to Assignee all Payments without regard to, and shall not assert against Assignee, any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate the Lease which Lessee have against Lessor or any other party, including any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding involving Lessor or Lessor's interference with Lessee's quiet enjoyment of the Equipment for any reason, it being understood that Lessee retains Lessee's right to assert any such claim in a separate action against Lessor or another appropriate party. Nothing herein shall be deemed to relieve Lessor of any of its obligations to Lessee under the Lease.

4. That the Equipment is in the Lessee's possession at the address specified in the Lease, and that the Equipment has been fully and finally accepted by duly authorized representatives of Lessee as the Equipment under the Lease.
5. That the Lease is in full force and effect, that Lessee will not modify or consent to any modification of the terms of the Lease without the prior written consent of the Assignee, and that any such modification shall be ineffective without Assignee's prior written consent, which shall not be unreasonably withheld.
6. That neither the Lessee nor, to Lessee's knowledge, Lessor, has breached the Lease in any respect and that all rent payments due under the Lease have been and will continue to be paid in strict accordance with the terms of the Lease.
7. That all representations and duties of Lessor intended to induce Lessee to enter in the Lease whether required by the Lease or otherwise have been fulfilled.
8. Lessee acknowledges that Assignee has not assumed, nor shall it be responsible for the performance of, any of the obligations, of Lessor, or any other party under the terms of the Lease.
9. That Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the Payments, or the Equipment.
10. Lessee confirms to Assignee that no sublease, assignment or transfer by Lessee shall in any manner impair, diminish or relieve the Lessee of its primary obligations under the Lease, including its obligation to make all Payments directly to Lessor, the terms of the Lease notwithstanding.
11. Lessee agrees that Assignee is entitled to the benefits of each and every right accorded Lessor in the Lease, including, without limitation, remedies, inspection rights, indemnity rights, right to give consent, right to receive casualty payments and payment of costs and expenses incurred in exercising rights and remedies under the Lease, and the right to receive notices and other documents required to be furnished under the Lease.
12. Lessee has executed one (1) original each of the Lease (which was delivered to Lessor), and currently has no original of such document in its possession.

LIBERTY COMMERCIAL FINANCE LLC
(LESSOR)

By: 

Print Name: Stephen Peterson

Title: Chief Credit Officer

Lessee hereby acknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lessee will make the Payments herein stipulated directly to Assignee, and that it is duly authorized and empowered to execute and deliver this Notice and Acknowledgement of Assignment Letter. Lessee further acknowledges that the Assignee is relying on this Notice of Acknowledgement of Assignment Letter, and that this Notice and Acknowledgment of Assignment supersedes and replaces in its entirety any previous notice of assignment.

[SIGNATURE PAGE TO FOLLOW]

Lessee: Cyxtera DC Holdings, Inc.

By: 

Print Name: Carlos Sagasta

Title: CFO

Co-Lessee: Cyxtera Communications, LLC

By: 

Print Name: Carlos Sagasta

Title: CFO



UCC FINANCING STATEMENT

File Number 202012180001669422
Date Filed 12/18/2020
John R. Ashcroft
Secretary of State

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 18008585294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Dr Springfield IL United States 62703

FOLLOW INSTRUCTIONS
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1.1 DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Cytxera Communications, LLC				
OR	1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS	SUFFIX
1c. MAILING ADDRESS 2333 Ponce de Leon Blvd., Suite 900	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY United States

3.1 SECURED PARTY'S NAME: Assignor

1a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, as REPRESENTATIVE				
OR	1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS	SUFFIX
1c. MAILING ADDRESS P.O. BOX 2576 uccsprep@cscinfo.com	CITY Springfield	STATE IL	POSTAL CODE 62708	COUNTRY United States

4. Collateral: This financing statement covers the following collateral:

THIS IS AN ASSET SPECIFIC FILING - NOT AN ALL ASSET FILING. All items of equipment, machinery, furniture, fixtures, software, inventory and/or other personal property now or hereafter subject to a term note, loan and security agreement, lease or other form of financing agreement between Secured Party and Debtor, including all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins) for such goods, together with proceeds of all of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (the "Collateral").

5. Check only if applicable and check only one box: held in trust (See UCC1Ad, item 17 and instructions) being administered by a decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A debtor is a transmitting utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee / Licenser

8. OPTIONAL FILER REFERENCE DATA

:32123 2034 50892

MISCELLANEOUS:



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [199375999] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 03:51 PM 09/24/2020
U.C.C. Initial Filing No: 2020 6607974
Service Request No: 20207465984

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CYXTERA DC HOLDINGS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2333 PONCE DE LEON BLVD., SUITE 900				
CITY CORAL GABLES	STATE FL	POSTAL CODE 33134	COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS				
CITY	STATE	POSTAL CODE	COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS P.O. BOX 2576 UCCSPREP@CSCINFO.COM				
CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:
THIS IS AN ASSET SPECIFIC FILING - NOT AN ALL ASSET FILING. All items of equipment, machinery, furniture, fixtures, software, inventory and/or other personal property now or hereafter subject to a term note, loan and security agreement, lease or other form of financing agreement between Secured Party and Debtor, including all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins) for such goods, together with proceeds of all of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (the "Collateral").

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
:32123