MR01
Particulars of a charge

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✔ What this form is for
You may use this form to register a charge created or evidenced by an instrument

❌ What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MR08

For further information, please refer to our guidance at www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This should be scanned and placed on the public record. Do not send the original.

Company details

Company number 0 0 9 6 3 5 7 8
Company name in full CSC COMPUTER SCIENCES LIMITED

Charge creation date

Charge creation date 1 2 1 1 2 0 1 5

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name MHCB (USA) LEASING & FINANCE CORPORATION

1251 AVENUE OF THE AMERICAS, NEW YORK, NY 10020

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge
MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

/ [✓] Yes
[ ] No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

/ [✓] Yes
[ ] No

Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

/ [✓] Yes
[ ] No

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

/ [✓] Yes
[ ] No

8 Trustee statement

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

/ [✓] This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

[✓] This form must be signed by a person with an interest in the charge
MR01
Particulars of a charge

Presenter information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: PORTIA WAINMAN
Company name: Clifford Chance LLP via CH London
Address: 10 Upper Bank Street
Post town: London
County/Region:
Postcode: E 1 4 5 1 1
Country: United Kingdom
DX: 149120 Canary Wharf 3
Telephone: 020 7006 1000 1407

Certificate
We will send your certificate to the presenter’s address if given above or to the company’s Registered Office if you have left the presenter’s information blank.

Checklist
We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:
- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument, it must be a certified copy.

Important information
Please note that all information on this form will appear on the public record.

How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.
Make cheques or postal orders payable to ‘Companies House’.

Where to send
You may return this form to any Companies House address. However, for expedience, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk.
CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 963578

Charge code: 0096 3578 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2015 and created by CSC COMPUTER SCIENCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2015.

Given at Companies House, Cardiff on 30th November 2015

Companies House
MASTER LEASE AGREEMENT

This Master Lease Agreement ("Agreement") is made as of November 12, 2015 (the "Closing Date") Among

CSC Computer Sciences Limited
Registered Office: Royal Pavilion, Wellesley Road, Aldershot, Hampshire, GU11 1PZ, United Kingdom
Registered in England No: 00963578

"Lessee"

And

MHCB (USA) Leasing & Finance Corporation, a New York Corporation
1251 Avenue of the Americas
New York, NY 10020
USA

"MULFC" or "Lessor"

CSC CONTACT FOR ADMINISTRATION AND BILLING
Mark Greenhalgh
CSC, Royal Pavilion, Wellesley Road, Aldershot, Hampshire, GU11 1PZ, United Kingdom
Email mgreenh2@csc.com
Telephone: +44 1292 53 5559

IT IS AGREED

1 DEFINITIONS AND SCOPE

In this Agreement

"Acceptance Date" means, for each Product to be Purchased pursuant to any Supplement, the date on which the Acquisition Cost in respect of the Purchase of such Product is actually paid by the Lessor, which shall be the 15th day of the calendar month unless otherwise specified in such Supplement.

"Acquisition Cost" means, for each Product to be leased pursuant to any Supplement, an amount equal to the total cost paid by the Lessor for such Product, which may include an amount equal to expenses in connection with the delivery and installation of such Product, and prepaid maintenance expenses payable in connection with such Product, in each case, as set forth in such Supplement, provided that the Acquisition Cost shall not include any amount representing VAT which is chargeable on the supply to the Lessor of the Product.

"Amortization Amount" means the amortization amounts set forth in the applicable Supplement in respect of the outstanding aggregate principal amount of the Lease from time to time, which (i) under the Floating Rate Option, will fully amortize on a straight-line basis by the applicable Expiration Date or (ii) under the Fixed Rate Option, shall be a constant payment stream that fully amortizes the principal amount of the Lease by the applicable Expiration Date.

"Applicable Spread" means, for a Fixed Period of (i) 36 months, 50 basis points, (ii) 48 months, 55 basis points, and (iii) 60 months, 75 basis points.

"Attorneys' Fees" shall have the meaning specified in clause 16.6.

"Business Day" means a day upon which banks in London are open for the conduct of sterling business generally (not being a Saturday, Sunday or a Bank Holiday).

"Casualty" shall have the meaning specified in clause 10.1.

"Casualty Product" shall have the meaning specified in clause 10.2.

We hereby certify this to be a true copy of the original.
"Closing Date" shall have the meaning specified in the introductory paragraph of this Agreement

"Control" means the ability to direct the affairs of another whether by way of contract, ownership of shares or otherwise

"Customers" shall have the meaning specified in clause 19

"Default" shall have the meaning specified in clause 15

"Delivery" means delivery of the applicable Products to the Lessee pursuant to this Agreement

"Delivery Certificate" means a delivery certificate in the form attached as Schedule B to this Agreement

"Drawdown Period" shall have the meaning specified in clause 2

"Due Date" means, for any amount that is payable hereunder, the date that is specified herefor for payment thereof

"Event of Default" shall have the meaning specified in clause 15

"Expiration Date" means the date that is specified in the applicable Supplement, which shall be a date that is 36, 48 or 60 months following the Acceptance Date specified in such Supplement, which specified date shall not be later than the Outside Maturity Date

"Fee Letter" means the letter relating to the payment of certain fees to the Lessor and entered into by the parties to this Agreement on or around the date of this Agreement

"Fixed Period" shall have the meaning specified in clause 5

"Fixed Rate Option" shall have the meaning specified in clause 7.2

"Floating Rate Option" shall have the meaning specified in clause 7.2

"Guarantor" means Computer Sciences Corporation, a Nevada corporation

"Guaranty" means the Guaranty dated as of November 12, 2015 by the Guarantor in favor of Lessor (as amended, amended and restated, supplemented or otherwise modified from time to time)

"Indemnified Person" shall have the meaning specified in clause 13.1

"Interest Amount" means the interest amounts set forth in the Supplement that, as of any date of determination, are then due and payable under the Lease, which (i) if the Floating Rate Option has been selected for such Lease, shall equal the Floating Rate plus the Applicable Spread and (ii) if the Fixed Rate Option has been selected for such Lease, shall equal the Fixed Rate plus the Applicable Spread, in each case on an amount equal to (x) the Acquisition Cost for the applicable Product, less (y) any Amortization Amounts that have been paid on or prior to such date

"Lease" shall have the meaning specified in clause 3

"Lessee" shall have the meaning specified in the introductory paragraph of this Agreement

"Lessor" shall have the meaning specified in the introductory paragraph of this Agreement

"LIBOR" means the rate per annum equal to the ICE Benchmark Administration Interest Settlement Rates (or the successor thereto if the ICE Benchmark Administration is no longer making such a rate available) ("LIBOR"), as published by Reuters (or such other commercially available source providing quotations of LIBOR as may be designated by the Lessor from time to time with the consent of the Lessor (such consent not to be unreasonably withheld or delayed)) at approximately 11:00 a.m., London time, on the Acceptance Date, for deposits in Sterling (for delivery on the Acceptance Date) with a term equivalent to one month

"Lien" means any lien, mortgage, pledge, security interest, charge or encumbrance of any kind (including any interest of a vendor or lessor under any conditional sale or other title retention agreement and any lease in the nature thereof)
"Managed Service Agreement" shall have the meaning specified in clause 19

"Material Adverse Effect" means a material adverse effect on the business, financial condition or operations of the Guarantor and its Subsidiaries (including Lessee), taken as a whole

"Maximum Lease Amount" shall have the meaning specified in clause 21

"MULFC" shall have the meaning specified in the introductory paragraph of this Agreement

"Obligations" means and includes all obligations of the Lessee owing to the Lessor under this Agreement, any Supplement or Related Agreement, or of the Guarantor owing to Lessor under the Guaranty, now existing or hereafter arising, direct or indirect, joint or several, absolute or contingent, whether for payment or performance, regardless of how the same may arise or by what instrument, agreement or book account they may be evidenced

"Outside Maturity Date" means November 12, 2021

"Payment Maturity Date" means the dates set out in the Supplement, being the dates for payment of Rentals, which shall be on a monthly basis in arrears

"Permitted Liens" means, with respect to any person, any of the following Liens: (a) Liens with respect to the payment of taxes, assessments or governmental charges in each case that are not yet due or that are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained, (b) Liens of landlords arising by statute or lease contracts entered into in the ordinary course, inchoate, statutory or construction liens, and liens of suppliers, mechanics, carriers, materialmen, warehousemen, producers, operators or workmen and other liens imposed by law created in the ordinary course of business for amounts not yet due or that are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP, (c) Liens, pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits, assessments, statutory obligations or other similar charges or to secure the performance of bids, tenders, sales, leases, contracts (other than for the repayment of borrowed money) or in connection with surety, appeal, customs or performance bonds or other similar instruments, (d) encumbrances arising by reason of zoning restrictions, easements, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions and other similar encumbrances on the use of real property not materially detracting from the value of such real property and not materially interfering with the ordinary conduct of the business conducted at such real property, (e) encumbrances arising under leases or subleases of real property that do not, individually or in the aggregate, materially detract from the value of such real property or materially interfere with the ordinary conduct of the business conducted at such real property, (f) encumbrances arising under licenses or sublicenses of intellectual property granted in the ordinary course of such Person's business, (g) financing statements with respect to a lessee's rights in and to personal property leased to such Person in the ordinary course of such Person's business, (h) any interest of Lessor in connection with this Agreement, the Supplement and the Related Agreements, and (i) any leasehold interest of a sublessee permitted hereunder

"Product Casualty Reports" shall have the meaning specified in clause 10.2

"Products" means the IT equipment and associated software that are described in the Supplement and includes any part of them and all replacements and renewals thereof

"Purchase" shall have the meaning specified in clause 2.2

"Purchase Option Fee" means the amount set out in the Supplement

"Related Agreement" means and includes this Agreement, the Guaranty, any Supplement, the Fee Letter and any other agreement signed by any Lessee relating to the foregoing

"Rental" means a rental payment in the amount set out in the Supplement payable under the terms of this Agreement during the Fixed Period, which shall consist of the Amortization Amount and Interest Amount, and "Rentals" shall be construed in the same way

"Sterling" and "£" means the lawful currency of the United Kingdom
"Subsidiary" of any person means any corporation, association, partnership or other business entity of which at least 50% of the total voting power of shares of stock or other securities entitled to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of that person or a combination thereof. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Guarantor.

"Supplement" shall mean the document, in the form of Schedule A, executed by the parties hereto, and specifying the Product, Rental, Payment Dates, Lessor's costs and other information. Each Supplement when executed by the parties hereto shall incorporate the terms and conditions of this Agreement and any orders which the parties may agree to in writing and which are approved in accordance with this Agreement. The purpose of the Supplement is to permit the parties, from time to time, to specify the Products, Rentals and other terms and conditions specific to a single transaction which is otherwise subject to the basic terms and conditions agreed to by the parties in this Agreement. Conflicts between the provisions of this Agreement and any Supplement shall be governed by the provisions of the Supplement. The term "Supplement" may be used in singular or plural.

"Supplier" means the manufacturer or supplier of the Products to the Lessor.

"Supplier Agreement" means the agreement pursuant to which the Lessor or the Lessee purchases Products from a Supplier, including all exhibits, schedules and amendments thereto.

"Tax Authority" means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function.

"Termination Sum" means the Termination Sum from time to time calculated in accordance with Clause 6.3.

"United Kingdom" means Great Britain and Northern Ireland.

"VAT" means (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar nature (including tax imposed under the Value Added Tax Act 1994), whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (a) above, or imposed elsewhere.

"Unused Fee" shall have the meaning specified in clause 8.

2 PURCHASE

2.1 For a period of twelve (12) months following the Closing Date (the "Drawdown Period"), the Lessee may request the Lessor to make Purchases hereunder (and each Purchase may be comprised of Purchases pursuant to multiple Supplements), the aggregate Acquisition Cost and any related VAT (but only to the extent that such VAT is irrecoverable by the Lessor and has not been the subject of an indemnity payment under clause 13.1) in respect of which collectively may not exceed £20,000,000 (the "Maximum Lease Amount"). The Lessee shall request the Lessor to make Purchases by submitting an executed Supplement and all related materials required herein, to the Lessor on or prior to the first business day of the month in which such Purchases is to occur. The Lessee may submit Supplements not more frequently than one time per calendar month.

2.2 Subject to the terms and conditions of this Agreement, on the Acceptance Date for such Supplement, the Lessor shall purchase each Product listed on such Supplement (each, a "Purchase") by paying an amount equal to the Acquisition Cost for the Product to the Lessee (where the Lessee has purchased or is to purchase the Product before the purchase by the Lessor) or the applicable Supplier (in any other case) (as specified in the Supplement) of the applicable Product, in each case by wire transfer (subject to legal compliance requirements) of immediately available funds to such accounts in the United Kingdom as are designated in writing to the Lessor at least five (5) Business Days prior to such Acceptance Date.

2.3 The Maximum Lease Amount may be increased to a total of up to £50,000,000 upon the agreement of the Lessee and the Lessor, each in its sole discretion.
3 AGREEMENT TO LEASE PRODUCTS

The Lessor agrees to lease (each, a "Lease") to the Lessee and the Lessee agrees to lease from the Lessor, subject to the terms and conditions of this Agreement, the Products described in the applicable Supplement and Purchased pursuant to clause 2. Provided that no Event of Default has occurred and is continuing hereunder, neither the Lessor nor anyone claiming through or under the Lessor, shall interfere with the Lessee’s quiet enjoyment and use of any Product leased hereunder. The Lessee will make such licensing arrangements as it requires in relation to the use by the Lessee or any other party as may be contemplated hereby of any Products comprising software.

4 ACCEPTANCE OF PRODUCTS

Any Product which is the subject of a Lease shall be delivered to the Lessee under and for the purposes of the Lease on the Acceptance Date. On delivery of the Products the Lessee shall, upon request, sign a Delivery Certificate.

5 CONDITIONS PRECEDENT

The obligation of the Lessor to make, on the applicable Acceptance Date, each Purchase requested by the Lessee hereunder to be made on such Acceptance Date is subject to the fulfilment of each of the following conditions:

5.1 The representations and warranties contained herein and in each Related Agreement shall be correct in all material respects on and as of such Acceptance Date (except those representations and warranties that expressly relate to a prior date, which shall be correct in all material respects as of such prior date) and, on and as of such Acceptance Date, no Default or Event of Default shall have occurred and be continuing.

5.2 The Lessor shall have received prior to the first Business Day of the month in which the Purchase is to occur each of the following in connection with such Purchase: (i) the executed Supplement relating to such Purchase, (ii) with respect to the first Purchase, an opinion letter of inhouse counsel to the Guarantor, and (iii) insurance certificates complying with clause 11.5.

5.3 The Lessee shall have confirmed to the Lessor that the Product is and will at the time of acquisition by the Lessee be located in the United Kingdom.

5.4 Execution and delivery of the Fee Letter and payment of the fees then due thereunder.

6 TERM

6.1 The Lease of the Products begins on the Acceptance Date and will continue until the applicable Expiration Date (the "Fixed Period").

6.2 During the Fixed Period the lease may be terminated by:

6.2.1 the Lessee giving not less than three months' written notice to the Lessor, or such other notice period as may be agreed,

and

6.2.2 the payment by the Lessee to the Lessor of the Termination Sum.

6.3 In respect of any termination during the Fixed Period, the Termination Sum is calculated as the total of:

6.3.1 all arrears of Rentals (including all accrued and unpaid interest) and all other sums due and unpaid under this Agreement,

and
the sum equal to the total of the full Amortization Amount which would have fallen due during the remainder of the Fixed Period (had the lease not been terminated).

In calculating the Termination Sum, the Lessor will give credit against the Termination Sum for (i) condemnation and casualty amounts actually received in cash from insurance policies and (ii) the net proceeds of sale of the Products (excluding any sum representing VAT actually received in cash by the Lessor if they are recovered and sold, after deducting from such net proceeds of sale the Purchase Option Fee, any costs (together with irrecoverable VAT thereon) incurred by the Lessor in connection with the repossession, insurance, storage and sale of the Products, and any other sums due to the Lessor under this Agreement.

The Lessor shall, upon request, inform the Lessee in writing of the Termination Sum as at any particular date requested by the Lessee.

On termination of the lease pursuant to this clause, clauses 17 and 18 (and, in the event of Casualty, clause 10) shall apply accordingly.

7 RENTALS AND PAYMENT

During the Fixed Period, the Lessee irrevocably undertakes to pay to the Lessor the Rentals on the relevant Payment Dates.

At least two Business Days prior to each Purchase, for each Supplement, the Lessee shall select for such Supplement either (i) the LIBOR rate (the "Floating Rate", and such option, the "Floating Rate Option") or (ii) a fixed rate quoted by Lessor to Lessee at Lessee's request (the "Fixed Rate", and such option, the "Fixed Rate Option"), in each case as of two Business Days prior to the applicable Acceptance Date.

It is an essential condition of this Agreement that the Lessor receives Rentals and all other sums in cleared funds on the latest of their Due Date, the expiry of any grace period expressly granted by the terms of this Agreement, and the expiry of any period for remedy following written notice of non payment pursuant to clause 15. All payments received by the Lessor after 4:00 p.m. London time on any Due Date shall be deemed received on the next succeeding Business Day and any applicable interest shall continue to accrue.

If the Due Date is not a Business Day any Rental shall be paid on the next following Business Day.

All amounts due from the Lessee under this Agreement or any other Related Agreement shall be paid:

1. without any form of set-off, cross-claim or condition,

2. free and clear of any tax deduction or withholding (a "tax deduction") except a tax deduction which the Lessee is required by law to make,

3. to the bank account of the Lessor referred to in the applicable Supplement.

The Lessee will not be entitled to any rebate of Rentals for any period during which the Products are not in the possession of the Lessee, or are un-serviceable, out of order or unusable.

If the Lessee is required by law to make a tax deduction from any payment under this Agreement or any other Related Agreement:

1. the Lessee shall notify the Lessor as soon as it becomes aware of the requirement.
the Lessee shall pay the full amount of the tax deduction to the appropriate Taxation Authority promptly, and in any event before any fine or penalty arises,

the amount due from the Lessee shall be increased by the amount necessary to ensure that, after the making of the tax deduction, the Lessor receives and retains (free from any liability relating to the tax deduction) on the due date for such payment a net amount which, equal to the full amount which it would otherwise have received and retained had no tax deduction been required to be made.

All sums set out in this Agreement or any other Related Agreement or otherwise payable by the Lessee to the Lessor or by the Lessor to the Lessee or to a Supplier, as applicable, pursuant to this Agreement or any other Related Agreement shall be deemed to be exclusive of any VAT which is chargeable on the supply or supplies for which such sums (or any part thereof) are the whole or part of the consideration for VAT purposes. Where, pursuant to the terms of this Agreement or any other Related Agreement, a party makes a supply to the other party for VAT purposes and VAT is or becomes chargeable on such supply for which the supplier is required to account to the relevant Tax Authority, the party receiving the supply shall, subject to the provisions of a valid VAT invoice in relation to that supply, pay to the supplier (in addition to and at the same time as any other consideration for such supply) a sum equal to the amount of such VAT. For the avoidance of doubt, the parties expect that each Lease shall give rise to a supply of goods made by the Lessor to the Lessee in the United Kingdom, in relation to which VAT is chargeable at the standard rate.

Where any party is required by the terms of this Agreement or any other Related Agreement to reimburse or indemnify any other party for any cost or expense, such first party shall reimburse or indemnify such other party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such other party is entitled to credit or repayment in respect of such VAT from the relevant Tax Authority.

The Lessee shall (within three Business Days of demand by the Lessor) pay to the Lessor an amount equal to the loss, liability or cost which the Lessor determines will be or has been (directly or indirectly) suffered for or on account of or in respect of Tax by the Lessor in respect of the Agreement, any Lease, any other Related Agreement or the acquisition, holding, leasing and disposal of any Product.

Clause 7.10 above shall not apply

(i) with respect to any Tax assessed on the net profit, income or gains of the Lessor under the law of the jurisdiction in which the Lessor is incorporated or, if different, the jurisdiction (or jurisdictions) in which it is treated as resident for tax purposes, or

(ii) to the extent a loss, liability or cost is compensated for by an increased payment under Clause 7.7 (Tax gross-up), or

(iii) to the extent any such Tax constitutes VAT.

If the Lessor makes or intends to make a claim under clause 7.10 above, the Lessor shall promptly notify the Lessee of the event which will give, or has given, rise to the claim.

If the Lessee makes a payment under clause 7.7 or clause 7.10 and the Lessor determines that

(a) a tax credit is attributable to that payment, and

(b) the Lender has obtained and utilised that tax credit,
the Lessor shall pay an amount to the Lessee which the Lessor determines will leave it (after that payment) in the same after-Tax position as it would have been in had the payment not been required to be made by the Lessee.

7.14 The Lessor shall, at the written request and cost of the Lessee, take reasonable actions to cooperate with the Lessee, including by providing any necessary forms or information, to avoid or minimise any such tax deduction as would result in an increased amount being payable by the Lessee pursuant to clause 7.7 or an amount being payable under clause 7.10.

8 FEES

During the Drawdown Period, the Lessee shall pay the Lessor a fee of a rate of fifteen hundredths of a percent (0.15%) per annum (computed on the basis of a 360-day year, actual days elapsed) on the daily unused amount of the Maximum Lease Amount (the "Unused Fee") which Unused Fee shall be calculated on a quarterly basis by the Lessor and shall be due and payable by the Lessee in arrears on the last Business Day of each calendar quarter commencing on December 31, 2015. The final Unused Fee shall be payable to the Lessor on the earlier of (i) the last day of the Drawdown Period and (ii) the date on which the Maximum Lease Amount is reduced to zero.

9 ACKNOWLEDGMENTS, WARRANTIES AND LIMITATIONS

9.1 The Lessor shall not exclude or restrict its liability for death or personal injury to the extent that it results from the negligence of the Lessor or its employees in the course of their employment by the Lessor.

9.2 The Supplier is not the agent of the Lessor for any purpose.

9.3 The Lessee shall obtain directly from the Supplier all warranties, conditions, representations and guarantees that it may require in relation to the satisfactory quality, fitness for purpose and compliance with specification of the Products. The Lessee agrees that it is fair and reasonable that the Lessor does not make or give, and excludes, any representation, warranty or condition whatsoever (express, implied, collateral, statutory or otherwise) in respect of the Products.

9.4 The Lessor agrees to assign to the Lessee all assignable warranties made with regard to the Product by the Supplier.

9.5 The Lease will be a triple net lease and the Lessee will be responsible for (i) sales, transfer, use and property taxes (excluding VAT, except to the extent provided otherwise in this Agreement), and any other taxes, assessments, levies, fees and charges of any governmental authority imposed against the Products or the Lease (with the exception of taxes on the net profit, income or gains of the Lessor), (ii) maintenance and repair of the Products, (iii) loss, damage or casualty to the Products, (iv) insurance, (v) removal of all liens (other than Permitted Liens) against the Products, and (vi) all costs, fees, charges and expenses related to any of the foregoing or otherwise relating to the installation, use, possession, operation, maintenance, repair and return of the Products.

9.6 Any profits derived from the operation of the Products during the Fixed Period will be for the sole benefit of the Lessee.

10 RISK

Unless otherwise agreed between the Lessor and the Lessee.

10.1 From the date of physical delivery of the Products to the Lessee and until the Products are either purchased by the Lessee in accordance with clause 17 or returned to the Lessor in accordance with clause 18, the Lessee assumes all risk of any damage to or
loss, theft, confiscation or destruction of any Product from any cause whatsoever (a "Casualty")

10.2 On a quarterly basis within 60 days of the end of such quarter, Lessee shall notify Lessor by submitting a written report (such quarterly reports, a "Product Casualty Reports") of all Casualties relating to the Products that occurred in such quarter, to the extent that such Casualties have been reported to the Lessee's asset management personnel in the ordinary course at least 15 days prior to the date of such report (such Products listed in the Product Casualty Reports hereinafter referred to as, the "Casualty Products"). With respect to each Casualty Product listed on a Product Casualty Report, Lessee shall at its option prior to the date of the next scheduled Product Casualty Report, (a) replace such Casualty Product with a similar item reasonably acceptable to Lessor having an equivalent or greater value, utility and remaining useful life of the Casualty Product so replaced, and provide Lessor with the make, model, vintage, serial number and all other information relating to such replacement Product reasonably required by Lessor, whereupon such replacement items shall constitute Products for all purposes hereunder and the applicable Supplement, (b) place such Casualty Product in good repair, condition and working order or (c) pay the Lessor the Termination Sum in such Casualty Product not addressed by paragraph (a) or (b) above, together with the Rental scheduled for payment on such date, and all accrued interest, late charges and other amounts then due and owing under the applicable Supplement. Upon a payment contemplated by clause (c) above, the Supplement with respect to the applicable Product shall be deemed discharged (it being understood that if less than all Products under the applicable Supplement are treated in accordance with clause (c) above, (i) the Termination Sum with respect to any such Casualty Product shall be calculated by reference to the allocable portion of the unpaid principal balance of the applicable Supplement, as reasonably determined by Lessor (in consultation with Lessee), and (ii) the remaining Rentals under the Supplement shall be proportionately reduced as reasonably calculated by Lessor (in consultation with Lessee) upon the Lessor's receipt of the payments described in paragraph (c) above)

11. LESSEE'S UNDERTAKING

Until the Products cease to be at the risk of the Lessee, the Lessee shall

11.1 use, operate, protect and maintain the Products (a) in good operating order, repair, condition and appearance, in the same condition as when received, ordinary wear and tear excepted, (b) consistent with prudent industry practice (but in no event less than the extent to which Lessee maintains other similar Products in the prudent management of its assets and properties), and (c) in compliance with all applicable insurance policies, laws, ordinances, rules and regulations,

11.2 keep proper books and records regarding the use, operation, maintenance and repair of the Products in a manner consistent with prudent industry practice,

11.3 unless the Lessor so agrees to the contrary in its sole discretion, use the Products only within the United Kingdom, solely for business purposes (and not for any consumer, personal, home, or family purpose), and the Products shall not be abandoned or used for any unlawful purpose (it being understood that Lessee may move the Products to any other of Lessee's business locations or those of its customers, affiliates, subcontractors and joint ventures, in each case so long as located within the United Kingdom provided (i) the Lessee is not in default on the Lease, (ii) the Lessee gives Lessor at least thirty (30) days prior written notice addressed to Lessor point of contact listed on the Supplement, (iii) the Lessee pays all costs, including insurance, of de-installation, packing, shipment, delivery and installation, and (iv) the Lessee pays all costs, including taxes and insurance at the new location and otherwise associated with such new location and, upon request, provides the Lessor with proof of same),

11.4 permit the Lessor (at its sole cost and expense) to enter during normal business hours any premises owned or leased by the Guarantor or any of its Subsidiaries (including the Lessee) where any Product is located and inspect such Product (together with related books and records) at any reasonable time with reasonable prior notice to the Guarantor and the Lessee,
at its own expense, keep each Product insured against all risks for its replacement value, and in no event less than its Termination Sum, and maintain public liability insurance against such risks and for such amounts as the Lessor may reasonably require. All such insurance shall (a) be with companies rated "A-" or better by A.M. Best Company, (b) specify the Lessor as an additional insured (liability insurance) or loss payee (property insurance) and provide that it may not be cancelled or materially altered in any way that would adversely affect the interest of the Lessor without at least 30 days' prior written notice to the Lessor (10 days' in the case of non-payment of premium), (c) be primary, without right of contribution from any other insurance carried by the Lessor and contain waiver of subrogation and "breach of warranty" provisions, and (d) provide that all amounts payable by reason of loss or damage to the Products shall be payable solely to the Lessor, unless Lessor otherwise agrees. The Lessee shall provide the Lessor with evidence of the required insurance in the form of Certificates of Insurance upon the execution of any Supplement and promptly upon any renewal of any required policy.

not create or permit to exist any Lien on its interests in any Product except for Permitted Liens,

during any the Fixed Period, furnish the Lessor all information as Lessor may reasonably request concerning the Lessee or the Products or their condition, location, use or operation

The Lessee represents and warrants that all information at any time furnished to Lessor pursuant to clause 11.8 above is accurate in all material respects at the time furnished

on the date hereof, consent to the filing of, and shall afford all reasonably requested necessary assistance to the Lessor in its attempted filing of, this Agreement, together with particulars thereof on Form MR01, with the U.K. Registrar of Companies,

on the date hereof, authorizes the filing by the Lessor of a UCC financing statement in respect of this Agreement in a form reasonably satisfactory to the Lessor in the District of Columbia naming the Lessee as the debtor and the Lessor as the secured party, and the filing from time to time of such financing or continuation statements, or amendments thereto, as may be necessary (including the filing of amendments thereto following any change in the Lessee's name), or as the Lessor may reasonably request, in order to perfect and preserve the Lessor's interests hereunder, and in furtherance thereof, and not in substitution therefor,

The Lessee may, at any time and at its sole expense, upgrade, add or remove parts or accessories or make other alterations with respect to the Products, provided that no such alteration shall interfere with the normal operation of the Products nor degrade the operation thereof. Any Lessor-owned part or accessory that the Lessee removes as a result of such upgrade or other alteration shall remain the Lessor's property and the Lessee shall not make such part or accessory available for sale, transfer, exchange or other disposition without the Lessor's prior written consent. The Lessee may, at any time and at its sole expense, remove any Lessee-owned upgrade, part or accessory and restore the Product to its former condition (reasonable wear and tear excepted) using the removed Lessor-owned part or accessory, and any such part or accessory when removed shall remain the property of the Lessee. Any such part or accessory not removed by the Lessee prior to return of the applicable Product shall become the property of the Lessor, free and clear of all liens and encumbrances and, upon request, the Lessee shall furnish Lessor satisfactory evidence of such transfer (e.g., Bill of Sale).

ASSIGNMENT

The Lessee may assign the right to use the Products, subject, in the case of Products comprising software, to the Lessee having the right to do under the Supplier Agreement, provided that any such assignment shall not affect the Lessee's obligations under this Agreement nor its liability for any breach of such obligations.

The Lessee may sublease the Products to another end user. No sublease or relocation shall relieve the Lessee of its obligations under the Lease and the Lessee will be responsible for all costs and expenses associated with any relocation or sublease of any Product, including additional taxes or any tax loss incurred by the Lessor.
The Lessor may

(a) assign or transfer any or all of its rights under the Agreement to a company which has Control of it or which is under the same Control as the Lessor, subject to obtaining the prior written consent of the Lessee

or

(b) assign or transfer any or all of its rights under this Agreement to any other third party subject to obtaining the prior written consent of the Lessee

provided always that the Lessor shall procure that the Lessee's right to possession and use of the Products shall not be adversely affected by any such assignment or transfer by the Lessor nor shall any such assignment or transfer change the Lessee's duties or obligations under the Agreement nor increase the burdens or risks imposed on the Lessee

the Lessee may seek to transfer its rights and obligations under this Agreement. Such transfer shall require the written consent of the Lessor. Subject to the proposed transferee meeting the criteria set out in 12.3.1, 12.3.2 and 12.3.3 below, such consent shall not be unreasonably withheld or delayed

12.3.1 The proposed transferee is either (a) a company registered in England or Wales whose long term creditworthiness is rated no less than A- (A minus) by Standard and Poor's, or (b) has its obligations under this Agreement (as so transferred) guaranteed by an English registered company whose long term creditworthiness is rated no less than A- (A minus) by Standard and Poor's,

and

12.3.2 Without prejudice to clause 12.3.1, the proposed transferee meets the Lessor's normal credit underwriting criteria,

and

12.3.3 The proposed transferee shall have the same rights and obligations (and no others) under this Agreement as the Lessee had prior to the transfer

Such transfer shall require execution by the Lessor, the Lessee and the proposed transferee of novation or similar documentation reflecting clause 12.3.3 above

13 INDEMNITY

The Lessee's indemnity and reimbursement obligations set forth below shall survive the cancellation, termination or expiration of any Supplement or this Agreement

13.1 General Indemnity The Lessee shall indemnify, on an after-tax basis, defend and hold harmless the Lessor, and its officers, directors, employees, agents and affiliates ("Indemnified Persons") in connection with any expenses, losses, claims, damages or liabilities to which the Lessor or such Indemnified Persons may become subject (without limitation including (subject to clauses 13.2 to 13.4) irrecoverable VAT, but excluding taxes on net income, profits and gains or any taxes which fail to be dealt with under clause 7 (or would be so dealt with but for an exclusion or limitation in clause 7 but disregarding 7.11(a)(i)) insofar as such expenses, losses, claims, damages or liabilities (or actions or other proceedings commenced or threatened in respect thereof) arise out of the transactions referred to in this Agreement or any other Related Agreement or arise from any Purchases and to reimburse the Lessor and each Indemnified Person, upon their demand, for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability, or action or other proceeding, whether commenced or threatened (whether or not the Lessor or any such person is a party to any action or proceeding out of which any such expense arises), provided that nothing in this section shall obligate the Lessee to pay the normal expenses of
the Lessor in the administration of this Agreement (or the issuance of any Supplement or the making of any Purchase or Lease, in each case after the Closing Date) in the absence of pending or threatened litigation or other proceedings or the claims or threatened claims of others and then only to the extent arising therefrom. Notwithstanding the foregoing, the Lessee shall have no obligation to an Indemnified Person with respect to indemnified liabilities which have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person, as determined by a final and nonappealable judgment by a court of competent jurisdiction, or which have resulted from a claim brought by the Lessee against an Indemnified Person for breach in bad faith of such Indemnified Person's obligations hereunder in which the Lessee has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Lessee, any of the Lessee's equity holders or creditors, an Indemnified Person or any other person or entity, whether or not an Indemnified Person is otherwise a party thereto.

13.2 The Lessee shall have no obligation to indemnify an Indemnified Person under clause 13.1 in respect of irrecoverable VAT if and to the extent that such irrecoverable VAT results from

13.2.1 the failure of the Lessor to register, or maintain its registration, for VAT in the United Kingdom (except to the extent that it is unable to maintain its registration as a result of a change of law or Tax Authority practice, or such failure is caused by circumstances outside the Lessor's reasonable control), or

13.2.2 the reasonably avoidable delay or failure by the Lessor to file VAT returns or other documentation relating to the recovery of such VAT with any United Kingdom Tax Authority, except to the extent that such delay or failure has been requested by the Lessee or caused by any delay or failure by the Lessee to provide any information or documents which the Lessor may reasonably request.

13.3 The Lessor agrees that (except to the extent that it is unable to do so as a result of a change of law or any Tax Authority practice or is required to do otherwise by any Tax Authority or is requested to do otherwise by the Lessee) it will file its VAT returns on the basis that VAT on the supply (or supplies) to it of Products Purchased by it as contemplated by this Agreement is attributable to the supply (or supplies) by it of goods (being those Products) under the hiring to the Lessee under the Lease of those Products, and accordingly is recoverable (by way of credit or repayment) in full by it.

13.4 In the event that any United Kingdom Tax Authority contests or otherwise challenges the recoverability by the Lessor of VAT on the supply (or supplies) to the Lessor of Products Purchased by it, the Lessor shall notify the Lessee as soon as reasonably practicable and shall, at the written request and cost of the Lessee, take such reasonable actions as the Lessee may request in order to minimise the extent to which that VAT is treated as irrecoverable VAT provided that the Lessor shall not be obliged to do anything under this clause 13.4 which may reasonably prejudice its position with any United Kingdom Tax Authority.

14 REPRESENTATIONS

Lessee represents, warrants and agrees that

14.1 Lessee is duly organized and existing and, except to the extent the failure to do so would not have a Material Adverse Effect, in good standing under the laws of the jurisdiction of its organization and, except to such extent, all other jurisdictions where legally required in order to carry on its business and shall, except to the extent the failure to do so would not have a Material Adverse Effect, (x) maintain its good standing in all such jurisdictions and (y) conduct its businesses and manage its properties in compliance with all applicable laws, rules or regulations binding on Lessee.
the execution, delivery and performance of this Agreement, each Supplement and each Related Agreement to which it is a party have been duly authorized by the Lessee and do not and will not, except to the extent that any such contravention would not have a Material Adverse Effect, contravene any other instrument or agreement binding on the Lessee, and this Agreement, each Supplement and each Related Document to which the Lessee as a party are and will be binding on and enforceable against the Lessee in accordance with their terms (subject to the effect of (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally, (ii) concepts of reasonableness and (iii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law),

there is no pending litigation, tax or environmental claim, proceeding, dispute or regulatory or enforcement action (and Lessee shall promptly notify Lessor of any of the same that may hereafter arise) that could reasonably be expected to have a Material Adverse Effect and

the Lessee has the power and authority to execute, deliver and perform its obligations under this Agreement and the Related Agreements to which it is a party

DEFAULT

Each of the following (a "Default") shall, with the giving of any notice or passage of any time period specified, constitute an "Event of Default" hereunder

Lessee fails to pay any Rental, the Unused Fee or other amount owing hereunder or under any Supplement within 15 days of its Due Date,

Lessee breaches its obligations set forth in clause 11.6 or the Guarantor breaches its obligations set forth in Section 11 of the Guaranty,

Lessee fails to perform or comply with any other covenant or obligation under this Agreement, any Supplement or any Related Agreement to which it is a party (other than those specified in clause 15.1 or 15.2 above) except to the extent the failure to do so would not have a Material Adverse Effect or the Guarantor fails to comply with any covenant or obligation under the Guaranty (other than those specified in clause 15.2 above), and, in each case, such failure continues for 30 days after written notice thereof by the Lessor to the Lessee and the Guarantor,

any representation or warranty made to the Lessor by the Lessee in connection with this Agreement, any Supplement or any Related Agreement to which it is a party, or by the Guarantor pursuant to the Guaranty (including financial statements) proves to have been incorrect in any material respect when made,

the Lessee (x) dissolves, liquidates or ceases or suspends the conduct of business or ceases to maintain its existence or (y) enters into or suffers any transaction or series of transactions as a result of which Lessee is not directly or indirectly Controlled by the Guarantor,

the Lessee or the Guarantor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Lessee or the Guarantor seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for a substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur, or the Lessee or the Guarantor shall take any corporate to authorize any of the actions set forth above in this clause 15.6.
the Guarantor shall fail to pay any principal of or premium or interest on any of its Debt (as defined in the Guaranty) (or Debt guaranteed by the Guarantor) which is outstanding in a principal amount of at least $250,000,000 in the aggregate (but excluding, in each case, indebtedness arising under this Agreement or the Guaranty), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt (or guaranty), or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt (or guaranty) and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt (or guaranty), or any such Debt (or guaranty) shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment or by a required prepayment of insurance proceeds or by a required prepayment as a result of formulas based on asset sales or excess cash flow), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof, or

any attempted repudiation in writing of the Guaranty by the Guarantor

Lessee shall promptly following obtaining knowledge thereof notify Lessor in writing of any Default or Event of Default

16  CONSEQUENCES OF EVENT OF DEFAULT

Upon the occurrence and during the continuance of an Event of Default, the Lessor may, in its discretion, exercise any one or more of the following remedies with respect to any or all Supplements or Products

16 1  accelerate the maturity of any Supplement and declare the Termination Sum thereof to be immediately due and payable together with accrued interest or other amounts due and owing thereunder,

16 2  cause the Lessee to promptly discontinue the use of or disable any Product, and, at Lessee’s expense, have such Product assembled, prepared and adequately protected for shipment (together with all related manuals, documents and records), and either surrendered to the Lessor in place or shipped (freight and insurance pre-paid) to such location as the Lessor may designate within the United Kingdom, in the condition required hereunder, qualified for the manufacturer's (or its authorized servicing representative's) then available service contract or warranty, and able to be put into immediate service and to perform at manufacturer’s rated levels (if any),

16 3  remedy such Event of Default or proceed by court action, either at law or in equity, to enforce performance of the applicable provisions of any Supplement,

16 4  with or without court order (but without breach of the peace), enter upon the premises where any Product is located and repossess and remove the same, all without liability for damage to such premises by reason such entry or repossession, except for the Lessor’s gross negligence or willful misconduct,

16 5  dispose of any Product in a public or private transaction, or hold, use, operate or keep idle the Product, free and clear of any rights or interests of Lessee therein,

16 6  recover direct damages for the breach of any Supplement (but not indirect, special, consequential or punitive damages), including the payment of all unpaid Rental, accrued interest and other amounts payable thereunder, and all costs and expenses incurred by the Lessor in exercising its remedies or enforcing its rights thereunder (including all reasonable attorneys’ fees and expenses (“Attorneys’ Fees”)),

16 7  without notice to the Lessee, apply or set-off against any Obligations hereunder all security deposits, advance payments, proceeds of letters of credit, certificates of deposit (whether or not matured), securities or other additional collateral held by the Lessor or otherwise credited by or due from the Lessor to the Lessee, or
16.8 pursue all other remedies provided under applicable law

16.9 Any payments received by the Lessor after an Event of Default, including proceeds of any disposition of any Product, shall be applied in the following order: (A) to all of Lessor's costs (including Attorneys' Fees), charges and expenses incurred in taking, removing, holding, repairing and selling or leasing any Product or enforcing the provisions hereof, (B) to the satisfaction of all outstanding Obligations, and (C) the balance, if any, shall be disbursed to the Lessee unless otherwise required by law. The Lessor shall account to the Lessee for any surplus realized upon such sale or other disposition, and the Lessee shall remain liable for any deficiency with respect to the Obligations.

16.10 No remedy referred to in this clause 16 shall be exclusive, each shall be cumulative (but not duplicative of recovery of any Obligation) and in addition to any other remedy referred to above or otherwise available to the Lessor, as applicable, at law or in equity, and all such remedies shall survive the acceleration of any Supplement. The Lessor's exercise or partial exercise of, or failure to exercise, any remedy shall not restrict the Lessor from further exercise of that remedy or any other available remedy. No extension of time for payment or performance of any Obligation shall operate to release, discharge, modify, change or affect the original liability of the Lessee for any Obligations, either in whole or in part. The Lessor may proceed against the Guarantor, or may proceed contemporaneously or in the first instance against the Lessee, in such order and at such times following an Event of Default as the Lessor determines in its sole discretion. In any action to repossession any Product, the Lessee waives any bonds and any surety or security required by any applicable laws as an incident to such repossession. Notices of the Lessor's intention to accelerate, acceleration, nonpayment, presentment, protest, dishonor, or any other notice whatsoever (other than notices of default specifically required of the Lessor pursuant to clause 15 above) are waived by the Lessee and the Guarantor. Any notice given by the Lessor of any disposition of any Product or other intended action of the Lessor which is given in accordance with this Agreement at least 10 Business Days prior to such action, shall constitute fair and reasonable notice of such action.

17 PURCHASE OPTION

On expiry or termination of a Lease under this Agreement (other than in respect of any Products that have suffered a Casualty and have not been replaced in accordance with clause 10, in respect of which clause 10 shall apply) and subject to all moneys due to the Lessor under this Agreement in respect of the such Lease being paid (including but not limited to arrears of Rentals and the Termination Sum) and received by the Lessor, the Lessee may purchase all Products then subject to such Lease upon the payment of the Purchase Option Fee (plus VAT if any) thereon, such payment to be due and payable on the date on which the Fixed Period ends for such Lease (or such other expiry or termination date of such Lease under this Agreement). Upon such payment and payment of all other outstanding sums under this Agreement in respect of such Lease (i) such Lease with respect to such Products shall terminate and the Lessee shall be relieved of all of its obligations in favour of the Lessor with respect to such Products, and (ii) the Lessor shall transfer all of its interest in such Products to the Lessee "AS IS, WHERE IS," without any warranty, express or implied, from the Lessor, other than the absence of any liens or claims by or through the Lessor.

18 RETURN OF THE PRODUCTS

18.1 Where the termination of the lease under this Agreement shall have occurred, and the Lessee has not exercised its option in accordance with clause 17 to purchase the Products under such Lease, the Lessee shall, within 45 days, deliver such Products to the Lessor at the Lessee's cost and expense, to a destination in the United Kingdom specified by the Lessor. The Lessor agrees that the Lessee shall not be required to deliver all items comprising the Products at the same time.

18.2 The Products shall be delivered up by the Lessee to the Lessor in a condition allowing for fair wear and tear arising from use in accordance with this Agreement and the Supplier Agreement and consistent with their age. The Lessee agrees that any application software and data shall be removed from the Products at the Lessee's cost and expense.
15.3 The Lessor acknowledges that the Products delivered up by the Lessee to the Lessor under this Clause 15 may not be those originally supplied and the Lessor shall not object to or make any claim against the Lessee for suitable equivalent alternatives which are replacements supplied pursuant to a warranty claim or maintenance or supply arrangement with a reputable supplier and which are:

(a) at least of equal value, calculated by reference to, and comparing, the respective manufacturers' list prices in relation to the Products and the proposed alternatives, in each case when they were new,

(b) products of the same or better technical specification as the Products which they replace,

(c) by the same manufacturer as the Products which they replace, and

(d) of the same age or newer than the Products which they replace

the Lessee warrants that unencumbered title to any such alternatives shall vest in the Lessor upon collection from the Lessee.

19

USE OF THE PRODUCTS

19.1 The Lessor agrees that the Lessee may enter into managed services agreements from time to time with its customers in the United Kingdom (“Customers”) under which the Lessee agrees to use the Products to provide managed services to the Customers (“Managed Service Agreements”) provided that:

(a) each Managed Service Agreement shall be on terms which are consistent with and do not conflict with the terms of this Agreement and that the Customer shall not be permitted to sub-lease the Products or remove them from the United Kingdom,

(b) the Lessee shall not be relieved of its obligations or performance under this Agreement by entering into any Managed Service Agreement. Any failure by a Customer to comply with its obligations under a Managed Service Agreement shall not affect the Lessee’s obligations under this Agreement,

(c) notwithstanding the terms of the Managed Service Agreements, the Lessee will not hold itself out as being the legal owner of the Products nor deal in the Products in a manner which may affect or prejudice the Lessor’s title to them,

(d) the Lessee shall not sell or offer to sell any Products to a Customer or any third party unless and until the Lessee has made all the payments in clear funds that are due and payable to the Lessor with respect to such Products under this Agreement

19.2 the Lessee shall indemnify the Lessor and keep it fully indemnified on demand from and against all losses, damages, costs, expenses, claims and other liabilities which the Lessor may suffer, sustain or incur directly or indirectly as a result of (a) the Lessee entering into any Managed Service Agreement in respect of the Products, or (b) the Lessee breaching any of its obligations under this clause 19.

20

CALCULATIONS

The Lessor shall upon the request of the Lessee produce to the Lessee such evidence as is reasonably necessary to verify the basis of any calculations of any rebates to be made to the Lessee or any adjustments, Termination Sum or any other amounts that the Lessor may be required to pay under this Agreement. The Lessee has the right, at the Lessee’s expense, to appoint an independent third party to validate and audit any such evidence.
MISCELLANEOUS

This Agreement and each Related Agreement constitute the entire agreement regarding the subject matter herein among the Lessor, the Lessee, and the Guarantor.

This Agreement may not be amended, waived or discharged except by a written instrument signed by the Lessor and the Lessee.

In the event of conflict between the terms and conditions contained herein and in any Supplier Agreement, the terms and conditions contained herein shall prevail.

Any delay or omission on the part of any party in exercising any right hereunder shall not operate as a waiver thereof, not shall any single or partial exercise of any such right prevent any further exercise thereof.

Any notice or other communication made pursuant to this Agreement shall be in writing marked "For the attention of the Company Secretary" and shall be sent or delivered to the Lessor or the Lessee, as the case may be, at the respective address set forth above, and shall become effective when delivered or, if mailed, 5 days after mailing when deposited in the mail with proper postage prepaid for registered or certified mail, return receipt requested.

The indemnities and obligations contained in this Agreement shall survive its termination.

If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Agreement or effect the validity or enforceability of such provisions in any other jurisdiction.

Where the Lessor is acting as agent, the principal will be identified in the Delivery Certificate and, in such event, all references in this Agreement to the Lessor shall be to such principal.

A person who is not a party to this Agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 as in effect in the United Kingdom (the "Act") to enforce any term of this Agreement, but this shall not affect any right or remedy of a third party which exists or is available apart from under the Act.

The Lessee relies on its own accounting advice in connection with this Agreement and its treatment in any relevant accounts.

JURISDICTION

THIS AGREEMENT AND ANY SUPPLEMENT OR RELATED AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED IN THE CITY AND COUNTY OF NEW YORK IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES HERETO WAIVE ANY OBJECTIONS BASED UPON VENUE OR "FORUM NON CONVENIENS" IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED HEREON.
IN WITNESS whereof, each of the parties hereto have executed this Agreement as at the date set forth below

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<td>MHCB (USA) Leasing &amp; Finance Corporation</td>
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<td>Mark Greenhalgh</td>
<td></td>
</tr>
<tr>
<td>Name of Signatory</td>
<td>Name of Signatory</td>
</tr>
<tr>
<td>Director; Treasury</td>
<td>President</td>
</tr>
<tr>
<td>Position of Signatory</td>
<td>Position of Signatory</td>
</tr>
<tr>
<td>Date 10/11/15</td>
<td>Date 11/10/15</td>
</tr>
</tbody>
</table>
SCHEDULE A
SUPPLEMENT to MASTER LEASE AGREEMENT

Reference is made to the Master Lease Agreement dated as of November 12, 2015 (the "Agreement") among CSC Computer Sciences Limited ("Lessee") and MHCB (USA) Leasing & Finance Corporation, a New York corporation ("Lessor") All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Agreement

Supplement Date: __/__/____

1. Products covered by this Supplement

<table>
<thead>
<tr>
<th>Description of Product</th>
<th>Individual Acquisition Cost</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Acquisition Cost (exclusive of VAT, if any) £[ ]

Purchase Option Fee £1 (exclusive of VAT, if any)

2. Fixed Period [36/48/60] Months [(plus the number of days from and including the Acceptance Date through and including the last day of the calendar month in which the Acceptance Date occurs)], expiring [_____]

3. Acceptance Date is [_______]

4. Interest Amount The interest rate shall be [check the appropriate box]

[  ] (a) a Fixed Interest Option
[  ] (b) a Floating Interest Option

5. Rental

<table>
<thead>
<tr>
<th>Duration of Fixed Period [36/48/60] months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Date during Fixed Period*</td>
</tr>
<tr>
<td>Amortization Amount</td>
</tr>
<tr>
<td>---------------------</td>
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</tbody>
</table>

*Payments to be made monthly in arrears on each Payment Date

The Lessor's Bank Account details are

Bank
Sort code
Account no
Reference

Payment of Rentals to be made by Direct Debit Yes/No
6. **PRODUCT LOCATION**

The Lessee represents, warrants and covenants to and for the benefit of the Lessor that the Product is and will at all relevant times remain located in the United Kingdom.

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5. **Lessor Point of Contact Name and Address:**

- **(Name)**
- **(Title)**
- **(Address 1)**
- **(Address 2)**
- **(City, State, Country, Zip Code)**

6. **Lessee Point of Contact Name and Address:**

- **(Name)**
- **(Title)**
- **(Address 1)**
- **(Address 2)**
- **(City, State, Country, Zip Code)**

7. **ADDITIONAL PROVISIONS:**

LEASOR AGREES TO LEASE TO LEASEE AND LEASEE AGREES TO LEASE FROM LEASOR THE EQUIPMENT DESCRIBED IN SECTION 1 ABOVE. SUCH LEASE WILL BE GOVERNED BY THE AGREEMENT AND THIS SUPPLEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SUPPLEMENT AND THE AGREEMENT, THE TERMS OF THIS SUPPLEMENT WILL GOVERN.
SCHEDULE B
Delivery Certificate

Master Lease Agreement Reference Number [___]
Supplement Reference Number [___]

To [Lessor]

[Insert Delivery Requirements]

We accept delivery of the Products listed in the Supplement and accept the Products for the purposes of the above Agreement.

Signed by [___], Lessee

Authorized Signatory __________________________

Name and Position __________________________

Date __________________________