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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Joint Administration Requested)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



**DEBTORS' MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING CERTAIN DEBTORS TO
CONTINUE SELLING, CONTRIBUTING, AND SERVICING
RECEIVABLES AND RELATED RIGHTS PURSUANT TO THE
RECEIVABLES PROGRAM, (II) MODIFYING THE AUTOMATIC STAY,
(III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Motion”)² for the relief set forth herein. In support of this Motion, the Debtors respectfully submit the First Day Declaration and the *Declaration of Raymond Li in Support of the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the “Li Declaration”) filed contemporaneously herewith. In further support of this Motion, the Debtors state the following:

Relief Requested

1. The Debtors seek entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and final order (the “Final Order,” and together with the Interim Order, the “Receivables Orders”):
 - i. authorizing the Debtors to continue in the ordinary course of business the receivables arrangements (collectively, the “Receivables Program”), including, without limitation, authorizing Debtors Cyxtera Communications, LLC (“Cyxtera Communications”) and Cyxtera Federal

² A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration or the Li Declaration, as applicable.

Group, Inc. (“Cyxtera Federal,” together with Cyxtera Communications, the “Originators”) to continue selling, contributing, and/or servicing certain trade receivables and related rights and interests (such receivables, together with the “Related Rights” as defined in the Purchase and Sale Agreement described below, in each case, sold, contributed or serviced, the “Receivables”) to Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”), a bankruptcy-remote, non-Debtor special purpose entity, free and clear of any and all liens, claims, charges, interests, or encumbrances (collectively, “Adverse Interests”);

- ii. authorizing the Originators, as applicable, to enter into and otherwise perform (or continue to perform) under all amendments, restatements, supplements, instruments, and agreements entered into in connection with the Receivables Program (collectively, the “Amended Receivables Agreements”), which include, but are not limited to, the following agreements: (a) that certain *Amended and Restated Purchase and Sale Agreement*, by and among the Originators and Cyxtera Receivables Holdings, as buyer (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase and Sale Agreement”), a copy of which is attached hereto as **Exhibit B**; (b) that certain *Amended and Restated Receivables Purchase Agreement* by and among Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as initial servicer (in such capacity, the “Servicer”), the purchasers party thereto (collectively in such capacity, the “Purchasers”), PNC Bank, National Association as administrative agent (“PNC Bank”, or the “Administrative Agent”), and PNC Capital Markets LLC (“PNCCM”), as structuring agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Receivables Purchase Agreement”), a copy of which is attached hereto as **Exhibit C**; (c) that certain *Originator Performance Guaranty* by and among the Originators and PNC Bank, a copy of which is attached hereto as **Exhibit D** (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Originator Performance Guaranty”); (d) that certain *Omnibus Amendment* by and among the Originators, Cyxtera Technologies, Cyxtera Receivables Holdings, and PNC Bank, a copy of which is attached hereto as **Exhibit E** (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Omnibus Agreement”); and (e) each of the other transaction documents (including the Technologies Performance Guaranty (defined below), the “Transaction Documents”) to which the applicable Debtors are parties;
- iii. authorizing Debtor Cyxtera Technologies, Inc. (“Cyxtera Technologies”), to enter into and otherwise perform under (a) the Omnibus Agreement and (b) that certain *Amended and Restated Performance Guaranty*, a copy of which is attached hereto as **Exhibit F**, by and among Cyxtera Technologies and the Purchasers (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Technologies Performance”);

Guaranty,” and together with the Originator Performance Guaranty, the “Performance Guaranties”);

- iv. authorizing Cyxtera Communications to cause its non-Debtor subsidiary, Cyxtera Receivables Holdings, to perform or continue to perform under each of the Amended Receivables Agreements to which Cyxtera Receivables Holdings is a party;
- v. authorizing the Originators to further amend the Amended Receivables Agreements as necessary and appropriate, and to perform their obligations thereunder;
- vi. authorizing the Debtors, as applicable, to assume, and approving the assumption, pursuant to sections 363 and 365 of the Bankruptcy Code of, the Amended Receivables Agreements to which they are a party;
- vii. pursuant to section 364(c)(1) of the Bankruptcy Code, granting Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers priority in payment, with respect to the obligations of the Originators and Cyxtera Technologies (collectively, the “Receivables Program Debtors”) under the Amended Receivables Agreements, over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to (a) the DIP Superpriority Claims (as defined herein) and (b) the Carve Out (as defined in the interim or final order, as applicable, approving that certain *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (as may be amended, restated, or otherwise modified from time to time, the “DIP Order,” and the motion, the “DIP Motion”));
- viii. pursuant to section 364(c)(2) of the Bankruptcy Code, granting the Liens (as defined herein) in favor of the Administrative Agent (on behalf of the Purchasers), to the extent any transfer of Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale;
- ix. pursuant to section 362 of the Bankruptcy Code, modifying the automatic stay to permit deduction of the Repayment Amounts (as defined herein) by the Receivables Program Debtors and the enforcement of remedies under the Amended Receivables Agreements; and
- x. requesting that the Court schedule a final hearing twenty-eight days after the commencement of these chapter 11 cases to consider entry of an order approving the relief requested herein on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 362, 363, 364, 365, 503(b), and 507(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 4001-3, and 9013-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “Cyxtera”), are a leading global data center provider of: (i) colocation services—the practice of providing space and power to customers in reliable, redundant, and secure data centers to host customers’ critical applications and workloads in an integrated ecosystem; (ii) interconnection services—the practice of providing fast, highly reliable, convenient, and affordable connections between customers and their network service providers; (iii) bare metal services—the practice of offering customers on-demand access to private bare metal servers and cloud technology with seamless connection to third party partner services; and (iv) deployment and ongoing support services in connection with Cyxtera’s full suite of data center offerings. Cyxtera offers its first-in-class services to more than 2,000 customers. Founded in 2017 and headquartered in Coral Gables, Florida, Cyxtera employs

a global workforce of over 600 employees and operates a footprint of more than sixty data centers in over thirty markets around the world, including the United States, Canada, London, Amsterdam, Singapore, Tokyo, and Germany.

6. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Receivables Program

I. Background.

7. The Receivables Program is a crucial source of day-to-day operating liquidity for the Debtors. As described in further detail herein and in the Li Declaration, since 2020, the Debtors have continuously sold or contributed their ordinary-course customer receivables to non-Debtor Cyxtera Receivables Holdings in exchange for immediate liquidity. If the Debtors were denied access to the Receivables Program, their cash inflows would halt entirely until PNC Bank’s outstanding Capital (as defined in the Receivables Purchase Agreement), in the amount of approximately \$37.5 million funded to Cyxtera Receivables Holdings as of the Petition Date, were repaid. In this context, the outstanding Capital is analogous to the outstanding principal amount of a full recourse loan to Cyxtera Receivables Holdings. Accordingly, and for the reasons stated herein and in the Li Declaration, failure to continue the Receivables Program would be detrimental to the Debtors’ estates.

Concise Statement Pursuant to Bankruptcy Rule 4001(b) and Local Rule 4001-3

II. Concise Statement Regarding the Receivables Program.

8. The below chart contains a summary of the material terms of the Receivables Program, together with references to the applicable sections of the relevant source documents, as required by Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-3.³

Bankruptcy Code	Summary of Material Terms ⁴
Commitment Local Rule 4001-3	\$37,500,000. <i>See Receivables Purchase Agreement, Schedule I.</i>
Pricing Local Rule 4001-3	The Purchase Price to be paid to each Originator for the Receivables that are purchased shall be determined by multiplying the Outstanding Balance of such Receivables on the relevant Payment Date by the Fair Market Value Discount. <ul style="list-style-type: none"> • The Fair Market Value Discount is measured on the date of payment and is calculated to provide the Company with a reasonable return on its investment in the Receivables after taking account of (i) the time value of money and (ii) the risk of nonpayment. The Originators and Cyxtera Receivables Holdings may agree from time to time to change the calculation of the Fair Market Value Discount; provided that any change thereof shall take effect as of the first day of a calendar month and shall not apply retroactively. <i>See Purchase and Sale Agreement § 2.2.</i> <p>Cyxtera Receivables Holdings has agreed to pay: (a) to each Purchaser Yield, Fees, and Breakage Fees accrued or incurred from time to time; and (b) to the Servicer a Servicing Fee equal to 1.00% per annum of the daily average aggregate Outstanding Balance of the Pool Receivables.</p> <ul style="list-style-type: none"> • The Capital of each Purchaser accrues Yield on each day when such Capital remains outstanding at the then applicable Yield Rate, which is equal to the SOFR Rate plus certain adjustments pursuant to the Receivables Purchase Agreement. • “Breakage Fee” means (i) for any Yield Period for which Yield is computed by reference to Daily 1M SOFR or the Term SOFR Rate and a reduction of Capital is

³ The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in the following summary chart but not otherwise defined have the meaning ascribed to them in the Amended Receivables Agreements or the Interim Order, as applicable.

⁴ This Summary of Material Terms table has been included out of an abundance of caution pursuant to Local Rule 4001-3. While the Debtors seek to grant the Liens (as defined in the Interim Order) to the extent any transfer of Receivables to Cyxtera Receivables Holdings on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, the Debtors do not seek to obtain credit by this Motion. To the extent there is any conflict between this summary and the Amended Receivables Agreements, the latter governs in all respects.

Bankruptcy Code	Summary of Material Terms ⁴
	<p>made for any reason on any day other than the last date of the related Yield Period or (ii) to the extent that the Seller shall for any reason, fail to borrow on the date specified by the Seller in connection with any request for funding pursuant to Article II of the Receivables Purchase Agreement, the amount, if any, by which (A) the additional Yield (calculated without taking into account any Breakage Fee or any shortened duration of such Yield Period pursuant to the definition thereof) which would have accrued during such Yield Period on the reductions of Capital relating to such Yield Period had such reductions not been made (or, in the case of clause (ii) above, on the amounts so failed to be borrowed or accepted in connection with any such request for funding by the Seller), exceeds (B) the income, if any, received by the applicable Purchaser from the investment of the proceeds of such reductions of Capital (or such amounts failed to be borrowed by the Seller). A certificate as to the amount of any Breakage Fee (including the computation of such amount) shall be submitted by the affected Purchaser (or the Administrative Agent on its behalf) to the Seller and shall be conclusive and binding for all purposes, absent manifest error.</p> <p><i>See Receivables Purchase Agreement §§ 2.03, 4.01, 5.02, 9.06.</i></p>
<p>Events of Default / Termination Bankruptcy Rule 4001(c)(1)(B)</p>	<p>The Purchase and Sale Agreement and the Receivables Purchase Agreement each contain events of default that are usual and customary for receivable purchase arrangements, including, without limitation, failing to make when due any payment or deposit to be made.</p> <p><i>See Purchase and Sale Agreement § 8.1; Receivables Purchase Agreement § 10.01.</i></p>
<p>Liens and Priorities Bankruptcy Rule 4001(c)(1)(B)(i) Local Rule 4001-3</p>	<p>If any transfer of Receivables from the Originators to Cyxtera Receivables Holdings on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale to secure each Originator’s postpetition obligations to Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the other Secured Parties under the Amended Receivables Agreements, in addition, the Administrative Agent (for the benefit of the Purchasers) shall be granted valid, binding, continuing, enforceable, unavoidable and fully perfected first-priority security interests and liens in the Originators’ rights in the Receivables originated and purported to be sold or contributed through the Receivables Program on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired, subordinate only to the Carve Out (the “<u>Receivables Liens</u>”).</p> <p>In addition, the Administrative Agent (for the benefit of the Purchasers) shall be granted a valid, binding, continuing, enforceable, unavoidable and fully perfected continuing first-priority security interests in all of Cyxtera Communications’ capital stock, shares, securities, member interests, partnership interests, equity interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in Cyxtera Receivables Holdings and all rights, interests, proceeds and products thereof, subordinate only to the Carve Out (the “<u>Pledge Liens</u>,” collectively with the Receivables Liens, the “<u>Liens</u>”).</p> <p><i>See Interim Order ¶¶ 8-9.</i></p>
<p>Stipulations to Prepetition Liens and Claims Bankruptcy Rule 4001(c)(1)(B)(iii)</p>	<p>Subject to ¶ 25 of the Interim Order, the Debtors admit, stipulate, and agree that the outstanding balance owed under the Receivables Program as of the Petition Date was approximately \$37.5 million.</p> <p><i>See Interim Order ¶ 3.</i></p>

Bankruptcy Code	Summary of Material Terms ⁴
Local Rule 4001-3	
Waiver/Modification of the Automatic Stay Bankruptcy Rule 4001(c)(1)(B)(iv)	Pursuant to the Interim Order, the automatic stay provisions of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to implement and effectuate the terms of the Interim Order. <i>See Interim Order ¶ 22.</i>
Waiver/Modification of Nonbankruptcy Law Bankruptcy Rule 4001(c)(1)(B)(vii)	Liens and security interests granted in favor of, or assigned to, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers (in each case solely in their capacity as such) and against the Servicer or any Originator, pursuant to and in connection with the Amended Receivables Agreements, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable Amended Receivables Agreements and not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except as otherwise provided in the Interim Order. <i>See Interim Order ¶ 6.</i>
Indemnification Bankruptcy Rule 4001(c)(1)(B)(ix)	The Purchase and Sale Agreement and the Receivables Purchase Agreement each contain indemnification provisions ordinary and customary for receivable purchase arrangements. <i>See Purchase and Sale Agreement § 9.1; Receivables Purchase Agreement § 13.02.</i>
Budget Local Rule 4001-3	The Debtors have sized the proposed DIP Facility (as defined in the DIP Motion) assuming the Debtors will be authorized to continue the Receivables Program postpetition. <i>See DIP Order, Exhibit B “DIP Budget.”</i>

III. Sale and Contribution of Receivables.

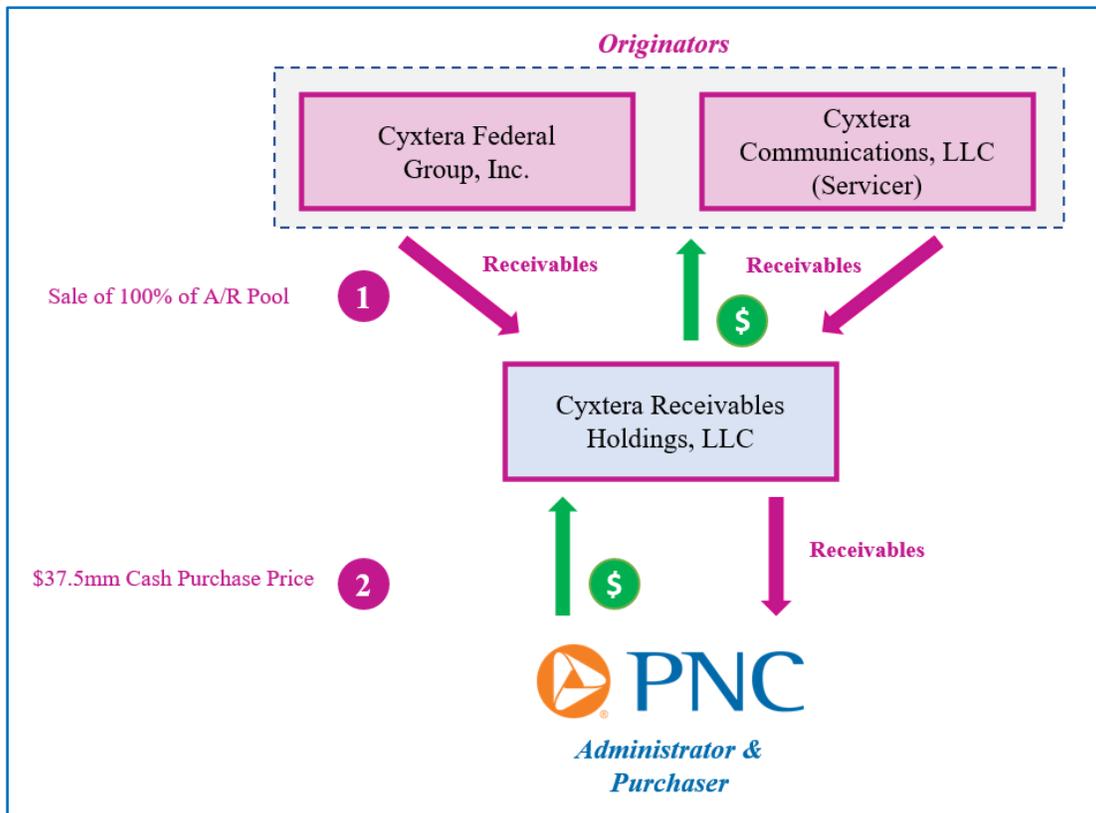
9. In the ordinary course of business, Cyxtera generates certain trade receivables on account of its business operations. The Originators generate approximately 95 percent of the Debtors’ Receivables. Pursuant to the Purchase and Sale Agreement, the Originators continually sell and/or contribute to Cyxtera Receivables Holdings, as applicable, (the “Receivables Purchase Transactions”) certain Receivables free and clear of any and all liens, claims, charges, interests, or encumbrances and related interests at a fair market value—discounting for risk that such sold Receivables will not materialize and for the time value of money based upon anticipated dates of collection. Cyxtera Receivables Holdings then sells certain of the Receivables, and proceeds

thereof, (the “Purchase Price”) to PNC Bank, and the remaining unsold Receivables are pledged to PNC Bank as collateral on a first priority basis.

10. Until the Purchase and Sale Agreement is terminated, each Receivable generated by the Originators is deemed to have been sold or contributed, as applicable, to Cyxtera Receivables Holdings immediately upon the creation of the Receivable. These Originators’ obligations to perform under the Purchase and Sale Agreement are also guaranteed for PNC Bank’s benefit by Cyxtera Technologies pursuant to the Performance Guaranties.

11. In consideration for the Receivables Program, pursuant to the Receivables Purchase Agreement, Cyxtera Receivables Holdings makes certain fee payments to PNC Bank as well as certain other yield and breakage fee payments.

12. The diagram below illustrates at a high level how the Receivables Program operates:



IV. Collection of Receivables.

13. Cyxtera Receivables Holdings maintains two accounts (the “Receivables Accounts”) at Bank of America, N.A. (“Bank of America”).⁵ The Receivables Accounts collects receipts on account of Receivables associated with the Receivables Purchase Transactions with the Originators. On a daily basis, the Receivables Accounts are automatically swept to deposit accounts controlled solely by PNC Bank (the “Receivables Program Cash Collateral Account”).

14. Upon satisfying certain daily reporting requirements, and after any interest and fees owed to PNC Bank on account of the Amended Receivables Agreements are deducted, any excess collections are manually pushed by PNC Bank to a concentration account maintained by Debtor Cyxtera Communications at Bank of America (the “Primary Concentration Account”) as payment for the purchase of new Receivables.

V. The Amendments.

15. Cyxtera Receivables Holdings is a bankruptcy-remote, special-purpose entity that is wholly owned by Debtor Cyxtera Communications. The Receivables Purchase Agreement contains certain termination rights, whereby the Receivables Purchase Agreement shall terminate upon the occurrence of certain events (a “Termination Event”), including commencing chapter 11 cases.

16. Termination of the Receivables Program would result in immediate and adverse consequences to the Debtors. Upon termination, the proceeds of outstanding Receivables generated by the Originators and sold through the Receivables Program would cease to be remitted

⁵ The Debtors’ cash management system is described in greater detail in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief*, filed substantially contemporaneously herewith.

to the Debtors. Instead, they would be trapped in the Receivables Program Cash Collateral Account controlled by PNC Bank. Given the critical importance of the Receivables Program to the Debtors, in advance of commencing these chapter 11 cases, the parties to the Amended Receivables Agreements negotiated certain amendments to the Amended Receivables Agreements and certain other instruments and agreements relating to the Receivables Program to govern the Receivables Program.

17. Pursuant to the Amended Receivables Agreements, the parties to the Amended Receivables Agreements have agreed to allow the Receivables Program to continue postpetition, subject to certain modifications, including (i) a revised schedule of fees payable by Cyxtera Receivables Holdings to the Purchasers (including the increase of existing fees and the addition of an exit fee payable upon the conclusion of these chapter 11 cases) and (ii) the waiver of a termination on commencing these chapter 11 cases.

18. The Receivables Program allows the Debtors to address certain of their near-term liquidity needs through monetization of the Receivables. Through the Amended Receivables Agreements, the Debtors are able to promptly receive cash on account of the Receivables sold to Cyxtera Receivables Holdings (effectively shortening the collection period with respect to those Receivables), providing them with an important source of liquidity and operational flexibility for the Debtors. Further, if the Debtors were unable to continue the Receivables Program postpetition, they would be forced to increase the size of the DIP Facility by \$37.5 million, resulting in a much higher cost of capital for the Debtors compared to the Receivables Program. Accordingly, the Debtors seek authorization to continue the Receivables Program, as amended, in the ordinary course of business.

Basis for Relief

VI. The Debtors' Continuation of the Receivables Program Should Be Approved Under Section 363(b) of the Bankruptcy Code as an Exercise of the Debtors' Sound Business Judgment.

19. Under section 363(b)(1) of the Bankruptcy Code, a debtor in possession may “use, sell, or lease” estate property “other than in the ordinary course of business” after notice and a hearing. 11 U.S.C. § 363(b)(1). Debtors’ decisions to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (stating, with regard to the use, sale, or lease of assets outside the ordinary course that courts typically “would defer to the trustee’s judgment so long as there is a legitimate business justification”); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 149-50 (3d Cir. 1986) (implicitly adopting the “sound business purpose” test of *Lionel Corp.* and requiring good faith); *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business purpose” test in the *Abbotts Dairies* decision).

20. Once a debtor articulates a reasonable basis for its business decision, “courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). There is a presumption that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*,

488 A.2d 858, 872 (Del. 1985), *rev'd on other grounds, Gantler v. Stephens*, 965 A.2d 695, 713 n.54 (Del. 2009)).

21. The Debtors' continuation of the Receivables Program is a sound exercise of their business judgment, as it will enable them to address certain of their near-term liquidity needs through the monetization of the Receivables. As further detailed in the DIP Motion, the Debtors require immediate access to additional liquidity to continue operating in the ordinary course, advance the Marketing Process (as defined in the First Day Declaration), and consummate the transactions contemplated by the Restructuring Support Agreement. The Debtors have sized the proposed DIP Facility and have prepared the corresponding DIP budget based on continuing the Receivables Program postpetition. Absent the Receivables Program, the Debtors would face an immediate \$37.5 million liquidity hole, which would either require a larger DIP facility or leave the Debtors unable to operate their businesses and administer their estates, which would immediately and irreparably harm their stakeholders.

22. Accordingly, it is the Debtors' business judgment that the terms of the Receivables Program are fair and reasonable, and that the continuation of the Receivables Program is in the best interests of their respective estates. The Debtors' continuation of the Receivables Program should be approved under section 363(b) of the Bankruptcy Code.

VII. The Debtors Should be Authorized to Assume the Amended Receivables Agreements.

23. The sale of the Receivables under the Amended Receivables Agreements is a true sale, and the Amended Receivables Agreements constitute executory contracts, with material obligations of all parties remaining such that the Debtors may assume the Amended Receivables Agreements under section 365(a) of the Bankruptcy Code. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). A debtor's

decision to assume or reject an executory contract or unexpired lease must satisfy the “business judgment rule” and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor’s business judgment as “breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code”); *Official Comm. of Unsecured Creditors v. Aust (In re Network Access Solutions, Corp.)*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) (“[T]he standard for approving the assumption of an executory contract is the business judgment rule.”); *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006) (“[T]he propriety of a decision to reject an executory contract is governed by the business judgment standard.”), *rev’d on other grounds, In re Exide Techs.*, 607 F.3d 957 (3d Cir. 2010), *as amended* (June 24, 2010).

24. The Debtors’ decision to continue the Receivables Program pursuant to the Amended Receivables Agreements is reasonable and appropriate, and is a sound exercise of the Debtors’ business judgment following a thorough process and careful evaluation of the availability and viability of potential alternatives. Absent the continuation of the Receivables Program, the Debtors would immediately lose access to a significant source of their liquidity to the detriment of the Debtors’ estates. Accordingly, the Court should authorize the Debtors to assume the Amended Receivables Agreements under section 365 of the Bankruptcy Code.

VIII. “Free and Clear” Transfers of the Receivables to Cyxtera Receivables Holdings Should Be Approved Under Section 363(f) of the Bankruptcy Code.

25. Section 363(f) of the Bankruptcy Code permits a debtor in possession to sell estate property free and clear of another party’s interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest

is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f).

26. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any one of the requirements specified therein will suffice to warrant the Originators' transfer of the Receivables to Cyxtera Receivables Holdings free and clear of any Adverse Interests. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”). Here, the Debtors satisfy section 363(f) because the Debtors' prepetition financing agreements and the DIP Facility documents permit the sale of the Receivables pursuant to the Receivables Program, and other parties holding security interests in the Receivables, if any, could be compelled to accept a money satisfaction of such interests. *See In re Boston Generating, LLC*, 440 B.R. 302, 333 (Bankr. S.D.N.Y. 2010); *see also In re Trans World Airlines, Inc.*, 322 F.3d 283, 290-91 (3d Cir. 2003) (noting that section 363(f)(5) is satisfied where the interest in property being sold is subject to monetary valuation: “[U]nder § 363(f) . . . a sale free and clear . . . can occur if any one of five conditions has been satisfied. The Bankruptcy Court determined that, because the [property at issue] w[as] both subject to monetary valuation, the fifth condition had been satisfied. We agree.”). Because the Receivables can be reduced to a monetary amount, sale of the Receivables is authorized under section 363(f)(5). Accordingly, the Debtors request that the Court approve the ongoing sales of Receivables from the Originators to Cyxtera Receivables Holdings free and clear of all liens, claims, encumbrances, or interests within the meaning of section 363(f) of the Bankruptcy Code.

IX. Cyxtera Receivables Holdings is a Good Faith Purchaser of the Receivables and is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code.

27. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under section 363(b) and (c) of the Bankruptcy Code of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith.” Although the Bankruptcy Code does not define “good faith purchaser,” courts interpreting section 363(m) have concluded that the “good faith purchaser” test “is twofold: a good faith purchaser is one who buys in good faith and for value.” *Badami v. Burgess (In re Burgess)*, 246 B.R. 352, 355-56 (8th Cir. 2000); *accord In re Abbotts Dairies of Pa. Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (“Typically, the misconduct that would destroy a [buyer’s] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.”); *Tompkins v. Frey (In re Bel Air Assocs., Ltd.)*, 706 F.2d 301, 305 (10th Cir. 1983).

28. The Amended Receivables Agreements are the product of good faith, arm’s-length negotiations between sophisticated, well-represented parties, and the terms of the Amended Receivables Agreements are fair and reasonable. Accordingly, Cyxtera Receivables Holdings is a “good faith purchaser” of the Receivables and is entitled to the full protection of section 363(m) of the Bankruptcy Code in connection with Originators’ sale or contribution of Receivables to Cyxtera Receivables Holdings pursuant to the Amended Receivables Agreements.

X. Modification of the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code is Warranted with Respect to the Receivables Program.

29. In connection with the continuation of the Receivables Program, the Debtors request that this Court modify the automatic stay to permit the continuance of certain ordinary course transactions contemplated by the Amended Receivables Agreements. Specifically,

pursuant to the Amended Receivables Agreements, Cyxtera Receivables Holdings may deduct from the Purchase Price amounts that are payable by the Originators to Cyxtera Receivables Holdings in respect of violations of certain representations and warranties and dilution items (the “Repayment Amounts”). The Repayment Amounts effectively operate as setoffs and are either (a) netted from the Purchase Price to the Originators upon the sale of Originators’ Receivables to Cyxtera Receivables Holdings, (b) withheld from amounts of proceeds transferred by Cyxtera Receivables Holdings to be distributed through the Debtors’ cash management system, or (c) the applicable outstanding balance is reduced. The Repayment Amounts are conceptually similar to ordinary course bank fees for overdrafts and returned checks.

30. Pursuant to section 362(d)(1) of the Bankruptcy Code, the Court shall grant relief from the automatic stay imposed thereby “for cause.” 11 U.S.C. § 362(d)(1). “Cause” is not defined in the Bankruptcy Code, “leaving courts to consider what constitutes cause based on the totality of the circumstances in each particular case.” *In re Wilson*, 116 F.3d 87, 90 (3d Cir. 1997). The Debtors submit that “cause” exists here to modify the automatic stay to permit the setoff and netting of the Repayment Amounts. Such modification is limited in scope and is necessary to allow the Receivables Program to function as it was designed. Accordingly, the Court should modify the automatic stay, pursuant to section 362(d)(1) of the Bankruptcy Code, to the extent necessary to permit the setoff and netting of the Repayment Amounts.

XI. The Purchasers Should Be Granted Superpriority Claims Pursuant to Section 364(c)(1) of the Bankruptcy Code.

31. As a condition to the continuation of the Receivables Program pursuant to the Amended Receivables Agreements, PNC Bank has required that they and Cyxtera Receivables Holdings be granted the senior administrative expense claims against the Receivables Program Debtors (the “Superpriority Claims”), pursuant to section 364(c) of the Bankruptcy Code, for

obligations of the Receivables Program Debtors arising under the Amended Receivables Agreements. As agreed among the parties to the Receivables Program and the DIP Lenders (as defined in the DIP Motion), the Superpriority Claims will be *pari passu* with the DIP Superpriority Claims and subject and subordinate to the Carve Out.

32. Pursuant to section 364(c) of the Bankruptcy Code, the Court may authorize the grant of a superpriority claim, after notice and a hearing, upon a finding that the debtors are “unable to obtain unsecured credit allowable under section 503(b)(1)” of the Bankruptcy Code. 11 U.S.C. § 364(c). To satisfy the requirements of section 364(c) of the Bankruptcy Code, courts consider whether (a) the debtor made reasonable effort, but failed, to obtain unsecured credit under sections 364(a) and 364(b) of the Bankruptcy Code, (b) the credit transaction benefits the debtor as necessary to preserve estate assets, and (c) the terms of the credit transaction are fair, reasonable, and adequate, given the circumstances of the debtor and proposed lender. *See In re Republic Airways Holdings Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *11 (Bankr. S.D.N.Y. May 4, 2016); *In re Los Angeles Dodgers LLC*, 457 B.R. 308, 312–13 (Bankr. D. Del. 2011); *In re Aqua Assoc.*, 123 B.R. 192, 195–99 (Bankr. E.D. Pa. 1991). However, section 364 imposes no duty to seek credit from every possible lender. *See In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987) (citation omitted). A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential lenders by sections 364(c) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Sav. and Loan Ass’n (In re Snowshoe Co., Inc.)*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Reading Tube Indus.*, 72 B.R. at 331-32 (holding that debtors must make an effort to show that less onerous postpetition financing was unavailable); *In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 900 (Bankr. N.D. Ohio 1992); *In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 37-39 (Bankr. S.D.N.Y. 1990) (holding that debtors

must show that they made reasonable efforts to seek other sources of financing under section 364(a) and (b)).

33. The Superpriority Claims meet the standard imposed under section 364(c) and should be approved thereunder. Although the Superpriority Claims are among the concessions that the Debtors were required to make to continue the Receivables Program, continuation of the Receivables Program is necessary to preserve the value of the Debtors' estates. Absent continuation of the Receivables Program, the Debtors would be required to increase the size of the DIP Facility by approximately \$37.5 million, at a much higher cost of capital. Accordingly, continuation of the Receivables Program (in addition to the DIP Facility) will assure the Debtors have sufficient capital to administer these chapter 11 cases.

34. Given the Debtors' financial circumstances, the Debtors believe that the terms of the Receivables Program are reasonable under the circumstances. The obligations of the Receivables Program Debtors that give rise to the Superpriority Claims are limited in nature and, therefore, unlikely to accumulate in a significant amount, and the inability to continue the Receivables Program postpetition would be detrimental to the Debtors. Based on the foregoing, the Superpriority Claims meet the requirements of section 364(c) and should be granted by the Court.

XII. The Court Should Authorize the Liens Pursuant to Section 364(c)(2) of the Bankruptcy Code.

35. As documented in the Amended Receivables Agreements, the intent of the parties to the Receivables Program is that the transfer of the Receivables under those agreements be characterized as true and absolute sales or contributions. Nevertheless, in the event that those transfers are not respected as true sales or contributions, and instead recharacterized as loans secured by the Receivables, the Originators have granted the Liens to secure repayment of the

recharacterized loans. To allow the Receivables Program to continue to operate as it was designed, the Originators have agreed, pursuant to the Amended Receivables Agreements, to grant the Liens, which cover Receivables generated on or after the Petition Date.

36. The Originators' decision to grant the Liens is a crucial component of the parties' larger agreement to continue the Receivables Program, and granting the Liens, pursuant to section 364(c)(2) of the Bankruptcy Code, is in the best interests of their estates.

37. Specifically, the Receivables Liens are limited in nature and serve only to provide the Purchasers with the benefit of the agreed bargain. The Receivables Liens become relevant only if the postpetition⁶ purchases of Receivables under the Amended Receivables Agreements are, against the intent of the parties and the provisions of the Interim Order, recharacterized as secured loans. In such circumstances, the Receivables would be property of the relevant Originator's estate, and the Receivables Liens on those Receivables would simply provide the Administrator and the Purchasers with the benefit of their respective bargains under the Amended Receivables Agreements.

38. The Court may authorize a debtor to incur postpetition secured debt, pursuant to section 364(c)(2), upon finding that (a) the debtor is unable to obtain unsecured credit with priority under section 503(b)(1); (b) the credit transaction is necessary to preserve the assets of the estate; and (c) the terms of the transaction are fair, reasonable, and adequate. *See Norris Square Civil Ass'n v. St. Mary Hosp. (In re St. Mary Hosp.)*, 86 B.R. 393, 402 (Bankr. E.D. Pa. 1988) (authorizing the debtor to obtain credit pursuant to section 364(c)(2) of the Bankruptcy Code, after notice and a hearing, upon showing that unsecured credit could not be obtained). Courts "permit

⁶ As noted above, the Receivables Liens would apply only to those Receivables entering the Receivables Program on or after the Petition Date.

debtors-in-possession to exercise their basic business judgment” in analyzing whether section 364(c) relief should be granted. *See In re Ames Dep’t Stores, Inc.*, 115 B.R. at 37-38.

39. The Administrator and the Purchasers will not continue the Receivables Program unless the Originators are authorized to grant the Liens. As discussed above, the termination of the Receivables Program would disrupt the Debtors’ operations and would immediately impact the Debtors’ liquidity. The Debtors do not believe that any alternative funding source on the same or similar terms is available to fill the void that would be left by termination of the Receivables Program in the near term, and such financing likely would not be available on an unsecured basis. For these reasons, the Debtors respectfully request that the Court authorize the Originators to grant the Liens under section 364(c)(2) of the Bankruptcy Code as requested herein.

XIII. Section 105(a) Also Supports the Relief Requested Herein.

40. Section 105(a) of the Bankruptcy Code authorizes the Court to issue “any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Section 105(a) of the Bankruptcy Code therefore authorizes bankruptcy courts to fashion any order or decree that would preserve or protect the value of the Debtors’ assets. *See In re Combustion Engineering, Inc.*, 391 F.3d 190, 236 (3d Cir. 2004) (“[Section 105(a)] has been construed to give a bankruptcy court ‘broad authority’ to provide equitable relief appropriate to assure the orderly conduct of reorganization proceedings.”) (citation omitted). The relief requested herein is necessary to protect and preserve the value of the Debtors’ estates and is appropriate pursuant to section 105(a) of the Bankruptcy Code.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

41. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, the Debtors believe an immediate and orderly transition into

chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. For the reasons discussed herein, the relief requested is vital to a smooth transition into chapter 11. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support the relief requested herein.

Waiver of Memorandum of Law

42. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

43. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

No Prior Request

44. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

45. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc First Lien Group of the Debtors' prepetition term loan facilities; (d) the agents under each of the Debtors' prepetition secured credit

facilities and counsel thereto; (e) the office of the attorney general for each of the states in which the Debtors operate; (f) the United States Attorney's Office for the District of New Jersey; (g) the Securities and Exchange Commission; (h) the Internal Revenue Service; (i) Mayer Brown LLP, as counsel to PNC Bank; (j) counsel to Bank of America; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter an order substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: June 5, 2023

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Edward O. Sassower, P.C. (<i>pro hac vice</i> pending) Christopher Marcus, P.C. (<i>pro hac vice</i> pending) Derek I. Hunter (<i>pro hac vice</i> pending) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 edward.sassower@kirkland.com christopher.marcus@kirkland.com derek.hunter@kirkland.com COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Seth Van Aalten, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com svanaalten@coleschotz.com <i>Proposed Co-Counsel for Debtors and Debtors in Possession</i>	
In re:	Chapter 11
CYXTERA TECHNOLOGIES, INC., <i>et al</i>	Case No. 23-14853 (JKS)
Debtors. ¹	(Joint Administration Requested)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**INTERIM ORDER (I) AUTHORIZING
CERTAIN DEBTORS TO CONTINUE
SELLING, CONTRIBUTING, AND SERVICING
RECEIVABLES AND RELATED RIGHTS PURSUANT TO THE
RECEIVABLES PROGRAM, (II) MODIFYING THE AUTOMATIC STAY,
(III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twenty-nine (29),
is **ORDERED**

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

Upon the motion (the “Motion”)² filed by the above-referenced debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) and final order:

- i. authorizing the Debtors to continue in the ordinary course of business the receivables arrangements (collectively, the “Receivables Program”), including, without limitation, authorizing Debtors Cyxtera Communications, LLC (“Cyxtera Communications”) and Cyxtera Federal Group, Inc. (“Cyxtera Federal,” together with Cyxtera Communications, the “Originators”) to continue selling, contributing, and/or servicing certain trade receivables and related rights and interests (such receivables, together with the “Related Rights” as defined in the Purchase and Sale Agreement described below, in each case, sold, contributed or serviced, the “Receivables”) to Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”), a bankruptcy-remote, non-Debtor special purpose entity, free and clear of any and all liens, claims, charges, interests, or encumbrances (collectively, “Adverse Interests”);
- ii. authorizing the Originators, as applicable, to enter into and otherwise perform (or continue to perform) under all amendments, restatements, supplements, instruments, and agreements entered into in connection with the Receivables Program (collectively, the “Amended Receivables Agreements”), which include, but are not limited to, the following agreements: (a) that certain *Amended and Restated Purchase and Sale Agreement*, by and among the Originators and Cyxtera Receivables Holdings, as buyer (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase and Sale Agreement”), a copy of which is attached to the Motion as Exhibit B; (b) that certain *Amended and Restated Receivables Purchase Agreement* by and among Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as initial servicer (in such capacity, the “Servicer”), the purchasers party thereto (collectively in such capacity, the “Purchasers”), PNC Bank, National Association as administrative agent (“PNC Bank”, or the “Administrative Agent”), and PNC Capital Markets LLC (“PNCCM”), as structuring agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Receivables Purchase Agreement”), a copy of which is attached to the Motion as Exhibit C; (c) that certain *Originator*

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion or the Amended Receivables Agreements (as defined herein), as applicable.

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

Performance Guaranty by and among the Originators and PNC Bank, a copy of which is attached to the Motion as Exhibit D (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Originator Performance Guaranty”); (d) that certain *Omnibus Amendment* by and among the Originators, Cyxtera Technologies, Cyxtera Receivables Holdings, and PNC Bank, a copy of which is attached to the Motion as Exhibit E (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Omnibus Agreement”); and (e) each of the other transaction documents (including the Technologies Performance Guaranty (defined below), the “Transaction Documents”) to which the applicable Debtors are parties;

- iii. authorizing Debtor Cyxtera Technologies, Inc. (“Cyxtera Technologies”), to enter into and otherwise perform under (a) the Omnibus Agreement and (b) that certain *Amended and Restated Performance Guaranty*, a copy of which is attached to the Motion as Exhibit F, by and among Cyxtera Technologies and the Purchasers (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Technologies Performance Guaranty”, and together with the Originator Performance Guaranty, the “Performance Guaranties”);
- iv. authorizing Cyxtera Communications to cause its non-Debtor subsidiary, Cyxtera Receivables Holdings, to perform or continue to perform under each of the Amended Receivables Agreements to which Cyxtera Receivables Holdings is a party;
- v. authorizing the Originators and Cyxtera Technologies (collectively, the “Receivables Program Debtors”) to further amend the Amended Receivables Agreements as necessary and appropriate, and to perform their obligations thereunder;
- vi. authorizing the Debtors, as applicable, to assume, and approving the assumption, pursuant to sections 363 and 365 of the Bankruptcy Code of, the Amended Receivables Agreements to which they are a party;
- vii. pursuant to section 364(c)(1) of the Bankruptcy Code, granting Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers priority in payment, with respect to the obligations of the Receivables Program Debtors under the Amended Receivables Agreements, over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to (a) the DIP Superpriority Claims (as defined herein) and (b) the Carve-Out (as defined in the interim or final order, as applicable, approving that certain *Debtors’*

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (as may be amended, restated, or otherwise modified from time to time, the “DIP Order”));

- viii. pursuant to section 364(c)(2) of the Bankruptcy Code, granting the Liens (as defined herein) in favor of the Administrative Agent (on behalf of the Purchasers), to the extent any transfer of Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale;
- ix. pursuant to section 362 of the Bankruptcy Code, modifying the automatic stay to permit deduction of the Repayment Amounts (as defined herein) by the Receivables Program Debtors and the enforcement of remedies under the Amended Receivables Agreements; and
- x. requesting that a final hearing (the “Final Hearing”) be scheduled and held within 28 days of entry of this Interim Order, and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of a final order (the “Final Order”) authorizing, on a final basis, among other things, the relief granted herein;

all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and opportunity for a hearing on the Motion having been

(Page | 6)

Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

given to the parties listed therein, and it appearing that no other or further notice need be provided;

and this Court having reviewed the Motion and the First Day Declaration; and this Court having

held a hearing on June 6, 2023 to consider entry of this Interim Order; and this Court having found

that the relief requested in the Motion is essential for the continued operation of the Debtors’

business and necessary to avoid immediate and irreparable harm to the Debtors and their estates,

as contemplated by Bankruptcy Rule 6003; and this Court having found that the relief requested

in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other

parties in interest; and this Court having found that proper and adequate notice of the Motion and

hearing thereon has been given under the circumstances and that no other or further notice is

necessary; and this Court having found that good and sufficient cause exists for the granting of the

relief requested in the Motion after having given due deliberation upon the Motion and all of the

proceedings had before this Court in connection with the Motion, it is **HEREBY ORDERED**

THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The final hearing (the “Final Hearing”) on the Motion shall be held on _____,

2023, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a Final

Order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on

_____, 2023, and shall be served on: (a) proposed counsel to the Debtors, Kirkland &

Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus,

Derek I. Hunter; (b) counsel to PNC Bank, Mayer Brown LLP, 1221 Avenue of the Americas,

New York, New York 10020, Attn: Brian Trust and Dabin Chung; (c) counsel to the Ad Hoc First

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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Lien Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn:

Scott J. Greenberg and Steven Domanowski; and (d) the Office of the United States Trustee

Regions 3 & 9 (the “U.S. Trustee”), One Newark Center, Suite 2100, Newark, New Jersey 07102.

3. *Debtors’ Stipulations.*

(a) Subject to Paragraph 25 hereof, the Debtors admit, stipulate, and agree that the outstanding balance owed under the Receivables Program as of the Petition Date was approximately \$37,500,000.

(b) Without limiting the rights of any statutorily appointed committee or any other party in interest, in each case, with standing and requisite authority, the Debtors permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree that the transfers of the Receivables by the Originators, whether occurring prior to or subsequent to the Petition Date, constitute true sales or contributions under applicable non-bankruptcy law and are hereby deemed true sales or contributions and were or will be for fair consideration and are not otherwise voidable or avoidable. Upon the transfer of the Receivables to Cyxtera Receivables Holdings, the Receivables did (with respect to transfers occurring prior to the Petition Date) and will (with respect to transfers occurring on or after the Petition Date) become the sole property of Cyxtera Receivables Holdings, and none of the Debtors, nor any creditors of the Debtors, shall retain any ownership rights, claims, liens, or interests in or to the Receivables or any proceeds thereof pursuant to section 541 of the Bankruptcy Code, pursuant to substantive consolidation, or otherwise. Neither the Receivables nor proceeds thereof (excluding any such proceeds constituting purchase price payments made by Cyxtera Receivables Holdings to the Originators pursuant to the

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Purchase and Sale Agreement in respect of Receivables to the extent such payments are made in accordance with the terms of the Amended Receivables Agreements (such purchase price payments, "Permitted Purchase Price Payments") shall constitute property of the bankruptcy estate of any of the Debtors, notwithstanding any intentional or inadvertent deposit of any proceeds (excluding Permitted Purchase Price Payments) of the Receivables in bank accounts owned or controlled by any of the Debtors.

4. *Release of Claims.* Subject to Paragraph 25 hereof and entry of a Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, and its and their present and former shareholders, members, partners, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives, and to the maximum extent permitted by applicable law, hereby absolutely, unconditionally, irrevocably, and fully forever waive, discharge, acquit, and release, of and from any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, indebtedness, accounts, contracts, liabilities, responsibilities, disputes, remedies, causes of action, defenses or setoff rights, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof, in each case arising from or related to any acts or transactions occurring prior to the Petition Date against

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Cyxtera Receivables Holdings or with respect to any property heretofore conveyed to Cyxtera Receivables Holdings, PNC Bank, PNCCM, the Administrative Agent, the Purchasers, and with respect to each of the foregoing, their respective affiliates, agents, officers, directors, employees, and attorneys (collectively, in each case solely in their capacity as such, the “Released Parties”), of any kind, nature or description arising from or related to the Receivables Program, whether known or unknown, foreseen or unforeseen or liquidated or unliquidated, whether arising at law or in equity or upon contract or tort or under any state or federal law or otherwise, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any similar provisions of applicable state or federal law; provided, however, that nothing in this Interim Order releases any party thereto from its contractual obligations under the Amended Receivables Agreements or in any way affects its property interests in the Receivables or the proceeds thereof.

5. *Immediate Need for Continued Access to Receivables Program.* Based on the record established and evidence presented at the interim hearing on the Motion, including the First Day Declaration, and the representations of the parties, this Court makes the following findings:

- (a) Good cause has been shown for the entry of this Interim Order.
- (b) The Debtors have an immediate need for the uninterrupted continuation of the Receivables Program in order to support the ongoing operations of their businesses, and entry into the Amended Receivables Agreements and the continued performance of the Debtors’ respective obligations under the Amended Receivables Agreements is in the best interests of the

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Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. If the Receivables Program is not amended, it will result in an immediate adverse impact on the Debtors' liquidity.

(c) The Debtors could not continue the Receivables Program nor, given their current financial condition, financing arrangements, and capital structure, could they obtain any alternative postpetition financing on an unsecured basis, without the Receivables Program Debtors (i) granting, pursuant to section 364(c)(1) of the Bankruptcy Code, claims having priority over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than superpriority claims (x) allowed pursuant to section 364(c)(1) of the Bankruptcy Code as set forth in the DIP Order (the "DIP Superpriority Claims") and (y) in respect of the Carve-Out and (ii) securing, pursuant to sections 364(c) and (d) of the Bankruptcy Code, such indebtedness and obligations with security interests in and liens upon the Receivables as more fully set forth in the Motion.

(d) Each Amended Receivables Agreement constitutes a valid and binding obligation of each Debtor party thereto, enforceable against each such Debtor in accordance with its terms, and each applicable Debtor's entry into each applicable Amended Receivables Agreement is in the best interests of the Debtors and their estates. The terms and conditions of the Amended Receivables Agreements have been negotiated in good faith and at arm's length, and the transfers made or to be made and the obligations incurred or to be incurred thereunder shall be deemed to have been made for fair or reasonably equivalent value and in good faith (and without intent of the Debtors to "hinder, delay or defraud any creditor") as those terms are used in the

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Bankruptcy Code, and the transactions contemplated thereunder shall be deemed to have been made in “good faith” as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by sections 363(m) and 364(e) of the Bankruptcy Code.

6. *Authorization of Amendments and Continuation of Receivables Program.*

(a) In furtherance of the foregoing and without further approval of this Court, the Receivables Program Debtors are expressly authorized and empowered to execute and deliver (or to have previously executed and delivered), the Amended Receivables Agreements and all related documents and instruments to be (or to have been) executed and delivered in connection therewith, as applicable. Upon execution and delivery of the Amended Receivables Agreements, the Amended Receivables Agreements shall constitute valid, binding and unavoidable obligations of Cyxtera Technologies, Cyxtera Communications, and/or Cyxtera Federal, enforceable against each of them in accordance with the terms of the Amended Receivables Agreements and this Interim Order. No obligation, payment, transfer, or grant of security under the Amended Receivables Agreements or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

(b) Pursuant to the Amended Receivables Agreements, (i) the Termination Date (each as defined in the Receivables Purchase Agreement) shall be deemed not to have occurred as a consequence of the filing of these chapter 11 cases, the taking of corporate or similar action by

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any of the Debtors to so authorize such filing, the failure of any Debtor to pay any debts that are otherwise stayed as a result of these chapter 11 cases or the written admission by any Debtor of its inability to pay its debts and (ii) certain additional Termination Events related to events in these chapter 11 cases shall be added to the Receivables Purchase Agreement.

(c) The Originators are expressly authorized to transfer, and shall be deemed to have transferred, free and clear of all liens, claims, encumbrances, and other interests of themselves or their respective creditors pursuant to sections 363(b)(1) and (f) of the Bankruptcy Code, the Receivables to Cyxtera Receivables Holdings, without recourse (except to the extent provided in the Purchase and Sale Agreement and the other Amended Receivables Agreements).

(d) The Receivables Program Debtors, as applicable, are expressly authorized to:

(i) continue to perform, and cause Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to perform, their respective obligations under the Amended Receivables Agreements; and

(ii) make, execute, and deliver, and are authorized to cause Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to make, execute, and deliver, all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby; it being expressly contemplated that, pursuant to the terms of the Amended Receivables Agreements, with respect to the Receivables Program Debtors, each shall be expressly authorized and empowered pursuant to

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section 363(b)(1) of the Bankruptcy Code to make, execute and deliver all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby. Moreover, transfers of Receivables under the Amended Receivables Agreements are in good faith, and Cyxtera Receivables Holdings shall be entitled to the full benefits of section 363(m) of the Bankruptcy Code in connection with any transfers made pursuant to the provisions of the Amended Receivables Agreements. All obligations of the Receivables Program Debtors owing to the Administrative Agent, the Purchasers, Cyxtera Receivables Holdings, and the other Secured Parties, as applicable, under and as provided for in the Amended Receivables Agreements are collectively hereinafter referred to as the “Receivables Program Obligations.”

(e) Upon the execution and delivery thereof, the Amended Receivables Agreements shall constitute legal, valid, and binding obligations of each Receivables Program Debtor, as applicable, and are enforceable in accordance with their terms (other than, except as provided herein, in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code). Liens and security interests granted in favor of, or assigned to, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers (in each case solely in their capacity as such) and against the Servicer or any Originator, pursuant to and in connection with the Amended Receivables Agreements, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable Amended Receivables Agreements and not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except as provided herein.

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(f) Any proceeds (excluding Permitted Purchase Price Payments) of the Receivables or other “Sold Assets” or “Seller Collateral” (each as defined in the Receivables Purchase Agreement) coming into the possession or control of any Debtor shall be held in trust for the benefit of the Administrative Agent and the Purchasers.

(g) The limited liability company interests in Cyxtera Receivables Holdings are property of the estate of Debtor Cyxtera Communications and subject to the automatic stay.

7. *Assumption of Amended Receivables Agreements.* The Debtors, as applicable, hereby assume the Amended Receivables Agreements and ratify and affirm their respective obligations thereunder (including the continued sale and contribution of Receivables to Cyxtera Receivables Holdings under the Purchase and Sale Agreement) pursuant to sections 363 and 365 of the Bankruptcy Code.

8. *Superpriority Claims.* In accordance with section 364(c)(1) of the Bankruptcy Code, the Receivables Program Obligations shall constitute allowed senior administrative expense claims against the Receivables Program Debtors (without the need to file any proof of claim) (the “Superpriority Claims”) with priority (except as otherwise provided herein) over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Receivables Program Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546, 726, 1113, or 1114 of the

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Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, subject only to any DIP Superpriority Claims (which shall be *pari passu* with the Superpriority Claims) and the Carve Out (which shall be senior to the DIP Superpriority Claims and the Superpriority Claims), which Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and shall be payable from, and have recourse to, all prepetition and postpetition property of the Receivables Program Debtors and all proceeds thereof. Other than as expressly provided herein, including with respect to the Carve Out and the DIP Superpriority Claims, no cost or expense of administration that has been or may be asserted against a Debtor under sections 105, 364(c)(1), 503(b), 506(c) (subject to entry of the Final Order), or 507(b) of the Bankruptcy Code, or otherwise, including those resulting from the conversion of any of these chapter 11 cases pursuant to section 1112 of the Bankruptcy Code, shall be senior to, or *pari passu* with, the Superpriority Claims of the Administrative Agent, the Purchasers, or Cyxtera Receivables Holdings. The Administrative Agent shall be permitted to enforce on a derivative basis any Superpriority Claims belonging to Cyxtera Receivables Holdings in respect of the Receivables Program Obligations. The Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal, or otherwise. The Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code, and shall be allowed against each Receivables Program Debtor on a joint and several basis.

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9. *Carve Out.* Notwithstanding any provision of this Interim Order or the Amended Receivables Agreements to the contrary, the Superpriority Claims shall be subject and subordinate to the Carve Out in all respects.

10. *Security Interests and Liens.*

(a) Notwithstanding the foregoing, if any transfer of Receivables from the Originators to Cyxtera Receivables Holdings on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, to secure each Originator's postpetition obligations to Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the other Secured Parties under the Amended Receivables Agreements, and the Administrative Agent (for the benefit of the Purchasers) are hereby granted, pursuant to section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold or contributed through the Receivables Program on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired (the "Receivables Liens").

(b) In addition, the Administrative Agent (for the benefit of the Purchasers) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected continuing first-priority security interests in all of Cyxtera Communications' now existing and hereafter acquired or

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arising, right, title and interest in, to and under all investment property, capital stock, shares, securities, member interests, partnership interests, equity interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in Cyxtera Receivables Holdings and all proceeds and products thereof (the “Pledge Liens,” collectively with the Receivables Liens, the “Liens”).

(c) The Liens shall (i) not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code, (ii) not be subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise, and (iii) be subject and subordinate to the Carve Out. The Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, upon entry of the Final Order, the Debtors shall not invoke the “equities of the case” exception of section 552(b) or 506(c) of the Bankruptcy Code.

(d) The Liens granted to the Administrative Agent pursuant hereto shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective, by operation of law as of the Petition Date without any further action by any Debtor, the Administrative Agent, or the Purchasers, and without the necessity of execution by any Debtor, or the filing or recordation, of any financing statements, security agreements, or other documents. No lien senior to or *pari passu* with the Liens may be permitted under section 364(d)(1) of the Bankruptcy Code against the Receivables. The foregoing provision shall continue the enforceability, perfection, and priority of the Liens notwithstanding any name change, change of location or other action by any of the Receivables Program Debtors that would require the filing

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of amendments to financing statements. The Liens shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

11. *Preservation of Rights Granted Under This Interim Order.* Other than the Carve-Out and the DIP Superpriority Claims, no claim having a priority superior to or *pari passu* with those granted by this Interim Order shall be granted or allowed while any of the Amended Receivables Agreements remain outstanding. This Interim Order and the Amended Receivables Agreements shall survive, and shall not be modified, impaired, or discharged by the entry of an order converting any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of these chapter 11 cases, terminating the joint administration of these chapter 11 cases or by any other act or omission. The Liens, the Superpriority Claims, and all other rights and remedies granted by the provisions of this Interim Order and the Amended Receivables Agreements shall continue in full force and effect until the Amended Receivables Agreements expire by their terms or have been otherwise terminated, including by agreement of the parties in connection with a chapter 11 plan confirmed by this Court.

12. *Setoff of Repayment Amounts.* Pursuant to the Amended Receivables Agreements, Cyxtera Receivables Holdings may deduct from the purchase price of the Receivables amounts that are payable by the Originators to Cyxtera Receivables Holdings in respect of violations of certain representations and warranties and dilution items (the “Repayment Amounts”), and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary solely to permit the deduction of such amounts by Cyxtera Receivables Holdings, as

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contemplated by the Amended Receivables Agreements. The payment by Cyxtera Receivables Holdings of the purchase price for Receivables that are subsequently reduced by such Repayment Amounts constitutes an extension of credit to the applicable Originators that is hereby authorized under section 364 of the Bankruptcy Code.

13. *Corporate Separateness.* The performance by the Receivables Program Debtors of their respective obligations under the Amended Receivables Agreements, and the consummation of the transactions contemplated by the Amended Receivables Agreements, and the conduct by the Debtors of their respective businesses, whether occurring prior to or subsequent to the Petition Date, do not, and shall not, provide a basis for: (a) a substantive consolidation of the assets and liabilities of any or all of Cyxtera Technologies, any Originator or any other Debtor with the assets and liabilities of Cyxtera Receivables Holdings or (b) a finding that the separate corporate identities of Cyxtera Receivables Holdings, Cyxtera Technologies, any Originator or any other Debtor may be ignored. Notwithstanding any other provision of this Interim Order, the Administrative Agent and the Purchasers have agreed to enter into the applicable Amended Receivables Agreements in express reliance on Cyxtera Receivables Holdings being a separate and distinct legal entity, with assets and liabilities separate and distinct from those of any of the Debtors.

14. *Payment of Fees, Costs, and Expenses.* Pursuant to the Amended Receivables Agreements and as described in the Motion, Cyxtera Communications is hereby authorized and directed (without the necessity of any further application being made to, or order obtained from, this Court) to cause (or to have previously caused) Cyxtera Receivables Holdings, as an affiliate

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of Cyxtera Communications, to pay certain fees in consideration of, among other things, the efforts of, and services performed by, the Administrative Agent and the Purchasers and certain costs and expenses of the Administrative Agent and the Purchasers, in each case as provided for in the Amended Receivables Agreements.

15. *Account Control Agreements.* That certain *Deposit Account Control Agreement* dated as of May 17, 2023 by and among Debtor Cyxtera Communications, the Administrative Agent, and Cyxtera Receivables Holdings, and that certain *Deposit Account Control Agreement* dated as of October 3, 2022 by and among Cyxtera Receivables Holdings, Cyxtera Technologies, the Administrative Agent and Bank of America, N.A. (together, the “DACAs”) are hereby approved in all respects, and each of Cyxtera Communications and Cyxtera Technologies is authorized, but not directed to, continue performance of its obligations thereunder.

16. *Parties in Interest; Successors.* The Amended Receivables Agreements and the provisions of this Interim Order shall be binding upon all parties in interest in these chapter 11 cases, including, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the respective successors and assigns of each of the foregoing (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers.

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17. *Derivative Standing.* Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any statutorily appointed committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates.

18. *No Control; No Fiduciary Duties.* Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers shall not (a) be deemed to be in control of the operations of the Debtors or (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

19. *Reversal, Modification, Stay or Vacatur.* If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity of any transfer of the Receivables made pursuant to the provisions of the Amended Receivables Agreements prior to written notice to the Administrative Agent and Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification or vacatur, (b) the validity of any obligation or liability incurred by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification or vacatur, or (c) the validity and enforceability of any priority authorized or created hereby or pursuant to the Amended Receivables Agreements. Notwithstanding any such reversal, stay, modification or vacatur, any indebtedness, obligations or liabilities incurred or payment made by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal, prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification, or vacatur, shall be governed in all respects by the original provisions of this

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Interim Order, and the Administrative Agent, the Purchasers, and Cyxtera Receivables Holdings shall be entitled to all the rights, remedies, privileges and benefits granted herein, and pursuant to the Amended Receivables Agreements with respect to all such indebtedness, obligations, or liabilities (including, without limitation, with respect to the manner in which the proceeds of the Receivables are applied) and to the full benefits of sections 363(m) and 364(e) of the Bankruptcy Code in connection therewith.

20. *Continuing Effect of Order.* Any dismissal, conversion, or substantive consolidation of these chapter 11 cases shall not affect the rights of the Administrative Agent and the Purchasers under this Interim Order, and all of their rights and remedies hereunder shall remain in full force and effect as if these chapter 11 cases had not been dismissed, converted, or substantively consolidated. Any order dismissing any of these chapter 11 cases under section 1112 of the Bankruptcy Code shall provide or deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the claims, liens, and security interests granted to the Administrative Agent and the Purchasers pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Receivables Program Obligations, and all other obligations under the Amended Receivables Agreements shall have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all purchase and funding commitments of the Purchasers under the Amended Receivables Agreements have terminated; (b) such claims, liens and security interests shall, notwithstanding such dismissal, remain binding on all persons; and (c) this Court

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shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (a) and (b) above.

21. *Not Property of the Estate; No Surcharge.* Upon a sale or contribution of any and all Receivables to Cyxtera Receivables Holdings, any and all such Receivables sold and/or contributed, whenever created, are and shall be the property of Cyxtera Receivables Holdings and not property of the Debtors' estates. Accordingly, subject to and effective upon entry of the Final Order, no expenses of administration of these chapter 11 cases or any future proceeding or case that may result from these chapter 11 cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against the Receivables, or the proceeds thereof pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Administrative Agent (email to suffice), and no such consent shall be implied from any other action, inaction, or acquiescence by the Administrative Agent.

22. *Rights and Remedies Against the Debtors.* The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Administrative Agent to exercise any rights and remedies to the extent provided for in the Receivables Purchase Agreement and to the extent provided for in the Amended Receivables Agreements, including to take any or all of the following actions without further order of or application to this Court, in each case solely to the extent provided for in the Amended Receivables Agreements: (a) cease to make any extensions of credit or advances to Cyxtera Receivables Holdings; (b) declare all Receivables Program Obligations to be immediately due and payable; (c) place an administrative hold on accounts maintained by Cyxtera Receivables Holdings with the

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

Administrative Agent; (d) set off and apply immediately any and all amounts in accounts maintained by Cyxtera Receivables Holdings with the Administrative Agent against any obligations owing by Cyxtera Receivables Holdings under the Receivables Purchase Agreement; (e) set off and apply any and all amounts in accounts maintained by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal against any obligations owing by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal under the Amended Receivables Agreements; provided, however, that no such set off shall be made to the extent such accounts secure the DIP Facility (as defined in the DIP Order); (f) demand payment or performance of any Guaranteed Obligations (as defined in the Performance Guaranties, as applicable); and (g) take any other actions or exercise any other rights or remedies permitted under the Order, the Amended Receivables Agreements or applicable law to effect the repayment and satisfaction of the obligations under the Amended Receivables Agreements; provided, however, that prior to any such exercise of rights or remedies (other than the rights and remedies described in clauses (a), (b), (c), and (d) above), the Administrative Agent shall give five business days' prior written notice to the Debtors (with copies to the DIP Agent (as defined in the DIP Order), the Ad Hoc First Lien Group, any statutorily appointed committee, and the U.S. Trustee). The Administrative Agent shall be entitled, derivatively, to assert any and all of the rights of Cyxtera Receivables Holdings arising as a result of the Amended Receivables Agreements, including, without limitation, those rights conveyed under section 363(m) of the Bankruptcy Code.

23. *Disclaimer of Liability.* Nothing in this Interim Order, the Amended Receivables Agreements, or any other documents related to these transactions shall in any way be construed or

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Debtors: CXYTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief

interpreted to impose or allow the imposition upon the Administrative Agent or any Purchaser of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business or in connection with their restructuring efforts.

24. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the Amended Receivables Agreements, the provisions of this Interim Order shall govern.

25. *Binding Effect of Stipulations and Releases.* Subject to the Challenge Period (as defined below), the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) in all circumstances. The stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon all other parties in interest, including, without limitation, any statutorily appointed committee, unless a party in interest either with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order is irrevocably waived and relinquished) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) before the earlier of (a) five (5) business days prior to the commencement of the hearing to confirm a chapter 11 plan in these chapter 11 cases; (b) except as to any statutorily appointed committee (the "Committee"), seventy-five (75) calendar days after entry of this Interim Order; and (c) in the case of any such adversary proceeding or contested matter filed by any Committee, sixty (60) calendar days after the appointment of such Committee (the

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“Challenge Period” and the date of expiration of the Challenge Period, the “Challenge Period Termination Date”); provided, however, that if, prior to the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (ii) seeking to avoid, object to, or otherwise challenge stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order (any such claim, a “Challenge”), and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. If no such standing motion is timely filed prior to the expiration of the Challenge Period, then, without further order of this Court, all of the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon all parties in interest in these chapter 11 cases and shall not be subject to challenge or modification in any respect. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled) the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall nonetheless remain binding on the Debtors and any parties in interest (including any Committee). Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions

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were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in these chapter 11 cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Receivables Program, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

26. *Reporting.* The Debtors shall provide copies of the Interim Reports (as defined in the Amended Receivables Agreements) to Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc First Lien Group, and to any statutory committee appointed in these chapter 11 cases each date an Information Package is delivered to either Cyxtera Receivables Holdings or the Administrative Agent, as applicable after entry of this Interim Order.

27. *Effect of This Interim Order.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

28. *Amendments.* Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by,

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or on behalf of, the Debtors and the Administrative Agent, after five business days' notice to the U.S. Trustee, any statutorily appointed committee, the DIP Agent and counsel to the Ad Hoc First Lien Group; provided that any of the U.S. Trustee, any statutorily appointed committee, any DIP Lender, or the DIP Agent reserves the right to file a motion with the Court to contest any waiver, modification, or amendment within that five business days' notice period on an emergency basis, and such waiver, modification, or amendment will not become effective until a resolution of the motion.

29. *Proofs of Claim.* The Administrative Agent and the Purchasers shall not be required to file proofs of claim in these chapter 11 cases, including without limitation, following conversion to a chapter 7 of the Bankruptcy Code, or in any successor case.

30. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

31. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

32. Bankruptcy Rule 6003(b) has been satisfied.

33. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon entry of this Interim Order.

34. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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35. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

36. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

37. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

38. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

EXHIBIT B

Purchase and Sale Agreement

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

dated as of June [●], 2023

by and between

The Various Entities Listed on Schedule I Hereto, each a
debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code
as Originators,

and

CYXTERA RECEIVABLES HOLDINGS, LLC

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This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June [●], 2023 is entered into by and among the VARIOUS ENTITIES LISTED ON SCHEDULE I HERETO, each a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (the “Originators”, and individually, each an “Originator”), and CYXTERA RECEIVABLES HOLDINGS, LLC, a Delaware limited liability company (the “Company”).

BACKGROUND:

1. The Company is a special purpose limited liability company, all of the issued and outstanding membership interests of which are owned by Cyxtera Communications, LLC, a Missouri limited liability company and debtor-in-possession under chapter 11 of the Bankruptcy Code (“Cyxtera” or the “Contributing Originator”);

2. The Originators generate Receivables in the ordinary course of their business;

3. The Originators wish to sell or, in the case of the Contributing Originator, contribute Receivables to the Company, and the Company is willing to purchase or accept Receivables from the Originators, on the terms and subject to the conditions set forth herein; and

4. The Originators and the Company intend this transaction to be a true sale or, in the case of the Contributing Originator, an absolute contribution and conveyance of Receivables by the Originators to the Company, providing the Company with the full benefits of ownership of the Receivables, and the Originators and the Company do not intend the transactions hereunder to be a loan from the Company to the Originators.

5. The Company intends to sell certain of the Receivables and their Related Rights to the Administrative Agent (for the ratable benefit of the Purchasers according to their Capital as increased or reduced from time to time) pursuant to the Receivables Purchase Agreement.

6. The parties hereto have entered into that certain Purchase and Sale Agreement dated as of August 31, 2022 (as amended, supplemented or otherwise modified through the date hereof, the “Original PSA”).

7. This Agreement amends and restates in its entirety, as of the date hereof, the Original PSA. Upon the effectiveness of this Agreement and the Receivables Purchase Agreement in accordance with their terms, the terms and provisions of the Original PSA shall, subject to this paragraph, be superseded and replaced by the terms and provisions of this Agreement in their entirety. Notwithstanding the foregoing and for the avoidance of doubt, (a) all indemnification obligations, obligations to pay costs and expenses and other obligations of the Originators under the Original PSA shall survive the amendment and restatement of the Original PSA and nothing contained in this amendment and restatement shall constitute payment of, or impair or limit cancel or extinguish, or constitute a novation in respect of, any of such obligations, liabilities or indemnifications evidenced by or arising under the Original PSA, (b) all sales of Receivables and Related Rights under the Original PSA by the Originators to the Company are hereby ratified and confirmed and shall survive the amendment and restatement of the Original PSA and (c) the liens and security interests granted by the Originators pursuant to Section 1.5 of the Original PSA shall not in any manner be impaired, limited or terminated and shall remain in full force and effect and

shall survive the Original PSA as security for all obligations of the Originators under the Original PSA and all obligations of Originators under this Agreement. Upon the effectiveness of this Agreement, each reference to the Original PSA in any other document, instrument or agreement shall mean and be a reference to this Agreement. Nothing contained herein, unless expressly herein stated to the contrary, is intended to amend, modify or otherwise affect any other instrument, document or agreement executed and or delivered in connection with the Original PSA.

8. Concurrently herewith, the Company is entering into the Receivables Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

Unless otherwise indicated herein, capitalized terms used and not otherwise defined in this Agreement are defined in Section 1.01 of the Amended and Restated Receivables Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Receivables Purchase Agreement”), among the Company, as Seller, Cyxtera Communications, LLC as the initial Servicer (in such capacity, the “Servicer”) and PNC Bank, National Association, as Administrative Agent, and PNC Capital Markets LLC, as Structuring Agent. The usage of terms and provisions set forth in Section 1.02 of the Receivables Purchase Agreement shall apply hereto as though set forth herein in their entirety. All references herein to months are to calendar months unless otherwise expressly indicated.

ARTICLE I AGREEMENT TO PURCHASE AND SELL

SECTION 1.1 Agreement To Purchase and Sell. On the terms and subject to the conditions set forth in this Agreement, each Originator agrees to sell or contribute to the Company, and the Company agrees to purchase or accept from such Originator, from time to time on or after the Closing Date, but before the Purchase and Sale Termination Date (as defined in Section 1.4), all of such Originator’s right, title and interest in and to:

(a) each Receivable of such Originator that existed and was owing to such Originator at the closing of such Originator’s business on, (a) with respect to each Originator party to the Original PSA, August 31, 2022, and, (b) with respect to any Originator that first becomes a party hereto after the date hereof, the calendar day prior to the date on which such Originator becomes a party hereto or such other date as the Company and such Originator agree to in writing (the “Cut-Off Date”);

(b) each Receivable generated by such Originator after the Cut-Off Date to, but excluding, the Purchase and Sale Termination Date;

(c) all rights to, but not the obligations of, each Originator under all Related Security with respect to any of the foregoing Receivables;

(d) all monies due or to become due to each Originator with respect to any of the foregoing;

(e) all books and records of each Originator to the extent related to the Receivables, together with all rights (but not obligations) of such Originator under the Contracts relating to the Receivables to which such Originator is a party;

(f) all Collections and other proceeds (as defined in the UCC) of any of the foregoing that are or were received by such Originator on or after the Cut-Off Date, including, without limitation, all funds which either are received by the Originator, the Company or the Servicer from or on behalf of the Obligors in payment of any amounts owed (including, without limitation, invoice price, finance charges, interest and all other charges) in respect of any of the above Receivables or are applied to such amounts owed by the Obligors (including, without limitation, any insurance payments that such Originator, the Company or the Servicer applies in the ordinary course of its business to amounts owed in respect of any of the above Receivables, and net proceeds of sale or other disposition of any collateral or property of the Obligors in respect of any of the above Receivables or any other parties directly or indirectly liable for payment of such Receivables); and

(g) all right, title and interest (but not obligations) in and to each Lock-Box and the Accounts, into which any Collections or other proceeds (as defined in the UCC) with respect to such Receivables may be deposited.

All purchases and contributions hereunder shall be made without recourse, but shall be made pursuant to, and in reliance upon, the representations, warranties and covenants of the Originator set forth in this Agreement and each other Transaction Document. No obligation or liability to any Obligor on any Receivable is intended to be assumed by the Company hereunder, and any such assumption is expressly disclaimed. The Company's foregoing commitment to purchase or accept Receivables and the proceeds and rights described in clauses (c) through (g) (collectively, the "Related Rights") is herein called the "Purchase Facility."

SECTION 1.2 Timing of Purchases.

(a) Closing Date Purchases. Effective on the Closing Date, each Originator hereby sells to the Company, and the Company hereby purchases, each Originator's entire right, title and interest in (i) each Receivable that existed and was owing to such Originator at the Cut-Off Date, (ii) all Receivables created by such Originator after the Cut-Off Date, to and including, the Closing Date, and (iii) all Related Rights with respect thereto.

(b) Subsequent Purchases. After the Closing Date, until the Purchase and Sale Termination Date, each Receivable and the Related Rights generated by each Originator shall be deemed to have been sold or contributed, as applicable, by such Originator to the Company immediately (and without further action) upon the creation of such Receivable. Notwithstanding anything to the contrary, sales and contributions, as applicable, of Receivables and the application of proceeds with respect thereto shall occur on each day that any Originator originates Receivables; provided that (x) settlement as to the reporting or presentation of such transactions shall occur on the Purchase Report Date and (y) amounts owing to the applicable Originator shall be payable at

any time upon demand by such Originator subject to the availability of funds and the terms and conditions set forth in the Receivables Purchase Agreement; provided, further, that any Receivables generated by the Originators from and after the commencement of the Chapter 11 Cases through the date hereof that were not sold to the Company, shall be sold to the Company on the date hereof.

SECTION 1.3 Consideration for Purchases. On the terms and subject to the conditions set forth in this Agreement, the Company agrees to make Purchase Price payments to the Originators in accordance with Article III and to reflect all capital contributions in accordance with Section 3.1 and Section 3.2.

SECTION 1.4 Purchase and Sale Termination Date. The “Purchase and Sale Termination Date” shall be the earlier to occur of (a) the date the Purchase Facility is terminated by an Originator pursuant to Section 1.6 (b) the date the Purchase Facility is terminated by the Company pursuant to Section 8.2 and (c) the Final Payout Date.

SECTION 1.5 Intention of the Parties. It is the express intent of each Originator and the Company that each conveyance by such Originator to the Company pursuant to this Agreement of any Receivables and Related Rights, including, without limitation, all Receivables, if any, constituting “general intangibles” (as defined in the UCC), and all Related Rights be a true sale or contribution and be construed as a valid and perfected sale (or contribution) and an absolute and irrevocable assignment (without recourse except as provided herein) of such Receivables and Related Rights by such Originator to the Company (rather than the grant of a security interest to secure a debt or other obligation of such Originator), providing the Company with the full risks and benefits of ownership of all Receivables and Related Rights, and that the right, title and interest in and to such Receivables and Related Rights conveyed to the Company be prior to the rights of and enforceable against all other Persons at any time, including, without limitation, lien creditors, secured lenders, purchasers and any Person claiming through such Originator. The parties hereto hereby acknowledge and agree that pursuant to Section 1-201 of the UCC, a “security interest” includes the interest of a “buyer” of accounts and general intangibles. Accordingly, if the transactions contemplated by this Agreement are characterized in a manner consistent with the intention of the parties, with respect to the interest of the Company as the “buyer” of accounts or general intangibles constituting part of the Receivables and Related Rights (and all proceeds thereof), this Agreement is a “security agreement” (as defined in Section 9-102 of the UCC) for purposes of Article 9 of the UCC. Each Originator and the Company have structured the transactions contemplated by this Agreement as a sale or contribution, and each Originator and the Company agree to treat each such transaction as a “true sale” for all purposes under applicable law and accounting principles, including, without limitation, in their respective books, records, computer files, tax returns (federal, state and local), regulatory and governmental filings (and shall reflect such sale in their respective financial statements). However, if, contrary to the mutual intent of the parties, any conveyance of Receivables, including without limitation any Receivables constituting general intangibles as defined in the UCC, and all Related Rights is not construed to be both a valid and perfected sale (or contribution) and absolute assignment of such Receivables and Related Rights, and a conveyance of such Receivables and Related Rights that is prior to the rights of and enforceable against all other Persons at any time, including without limitation lien creditors, secured lenders, purchasers and any Person claiming through such Originator, then, it is the intent of such Originator and the Company that, (i) this Agreement also shall be deemed to be,

and hereby is, a security agreement within the meaning of the UCC; and (ii) such Originator shall be deemed to have granted to the Company as of the date of this Agreement, and such Originator hereby grants to the Company, a security interest in, to and under, all of such Originator's right, title and interest in and to the Receivables and the Related Rights transferred or purported to be transferred hereunder, whether now existing or hereafter created by such Originator.

SECTION 1.6 Originator Ability to Terminate. Any Originator may, at any time and in its sole discretion with fifteen (15) Business Days' prior written notice to the Company and the Administrative Agent, declare the Purchase Facility terminated.

ARTICLE II PURCHASE REPORT; CALCULATION OF PURCHASE PRICE

SECTION 2.1 Purchase Report. On the Closing Date and on each date when an Information Package is due to be delivered under the Receivables Purchase Agreement (each such date, a "Purchase Report Date"), the Servicer shall deliver to the Company and each Originator a report in substantially the form of Exhibit A (each such report being herein called a "Purchase Report") setting forth, among other things:

(a) the Purchase Price of all Receivables purchased by the Company from each Originator (including any portion of such Purchase Price paid by means of a capital contribution to the Company by the Contributing Originator) as of the Cut-Off Date (in the case of the Purchase Report to be delivered on the Closing Date);

(b) the Purchase Price of all Receivables purchased by the Company from each Originator (including any portion of such Purchase Price paid by means of a capital contribution to the Company by the Contributing Originator), during the calendar month, week or day, as applicable, immediately preceding such Purchase Report Date (in the case of each subsequent Purchase Report); and

(c) the calculations of reductions of the Purchase Price for any Receivables as provided in Sections 3.3(a) and (b).

(d) For the avoidance of doubt, no failure by the Servicer to maintain any Purchase Report, or the existence of any error therein, shall derogate from the Company's and its assigns', right, title and interest in, to or under any Receivables or Related Rights conveyed or purported to be conveyed to the Company hereunder

SECTION 2.2 Calculation of Purchase Price. The "Purchase Price" to be paid to each Originator on any Payment Date in accordance with the terms of Article III for the Receivables that are purchased hereunder from such Originator shall be (i) determined in accordance with the following formula and (ii) subject to the reductions as provided in Sections 3.3(a) and (b):

$$PP = OB \times FMMVD$$

where:

- PP = The Purchase Price for each Receivable (and its Related Rights) as calculated on the relevant Payment Date (or, for the Closing Date, on the Cut-Off Date).
- OB = The Outstanding Balance of such Receivable on the relevant Payment Date (or, for the Closing Date, on the Cut-Off Date).
- FMVD = Fair Market Value Discount, as measured on such Payment Date, which is equal to a percentage calculated to provide the Company with a reasonable return on its investment in the Receivables after taking account of (i) the time value of money based upon the anticipated dates of collection of the Receivables and the cost to the Company of financing its investment in the Receivables during such period and (ii) the risk of nonpayment by the Obligors. The Originators and the Company may agree from time to time to change the Fair Market Value Discount based on changes in one or more of the items affecting the calculation thereof; provided that any change to the Fair Market Value Discount shall take effect as of the first day of a calendar month, shall apply only prospectively and shall not affect the Purchase Price payment in respect of Receivables (and its Related Rights) which came into existence during any calendar month ending prior to the calendar month during which the Originators and the Company agree to make such change.

“Payment Date” means (i) the Closing Date and (ii) each Business Day thereafter on which a Receivable is created or acquired by the Originators.

ARTICLE III PAYMENT OF PURCHASE PRICE

SECTION 3.1 Initial Purchase Price Payment. On the terms and subject to the conditions set forth in this Agreement, the Company agrees to pay to each Originator the Purchase Price for the purchase to be made from such Originator on the Closing Date (i) to the extent the Company has cash available thereof, partially in cash (in an amount to be agreed between the Company and such Originator and set forth in the initial Purchase Report), and (ii) at the Originator’s election, (a) by accepting the remainder as a contribution by the Contributing Originator to the Company’s capital, or (b) by issuing a promissory note in the form of Exhibit B to such Originator (each such promissory note, as it may be amended, supplemented, endorsed or otherwise modified from time to time, together with all promissory notes issued from time to time in substitution therefor or renewal thereof in accordance with the Transaction Documents, each being herein called a “Subordinated Note”) with an initial principal amount equal to the remaining Purchase Price payable to such Originator not paid in cash or contributed to the Company’s capital by the Contributing Originator. The parties hereto hereby acknowledge and agree that the Originators have received payment in full (in cash or pursuant to the Subordinated Note, or both) of the

aggregate Purchase Price due from the Company under the Original PSA for all sales of Receivables and Related Rights occurring thereunder prior to the date hereof in accordance with the terms of the Original PSA.

Notwithstanding anything to the contrary herein, no Originator shall have the obligation to maintain or preserve the Company's financial condition or cause the Company to achieve certain levels of operating results, and any contributions of Receivables and Related Rights after the Closing Date shall be made in the sole discretion of the Originators.

SECTION 3.2 Subsequent Purchase Price Payments. On each Payment Date subsequent to the Closing Date, on the terms and subject to the conditions set forth in this Agreement, the Company shall pay to each Originator the Purchase Price for the Receivables and the Related Rights generated by such Originator on such Payment Date:

(a) FIRST, in cash to each Originator other than the Contributing Originator, to the extent such payment is not prohibited under the Receivables Purchase Agreement;

(b) SECOND, to the Contributing Originator, in cash, to the extent sufficient cash is available, or by accepting a contribution of such Receivables and the Related Rights to its capital in an amount equal to any remaining unpaid portion of such Purchase Price payable to the Contributing Originator; and

(c) THIRD, to the extent any portion of the Purchase Price remains unpaid, the principal amount outstanding under the applicable Subordinated Note shall be automatically increased by an amount equal to such remaining Purchase Price; provided, that in no event shall the balance of any Subordinated Note be increased to an amount that would cause (x) the Company to cease to be Solvent or (y) the aggregate outstanding principal balance of all Subordinated Notes to exceed an amount equal to 10.00% of the aggregate Outstanding Balance of all Receivables then included in the Receivables Pool.

All amounts paid by the Company to any Originator shall be allocated first to the payment of any Purchase Price then due and unpaid; second, as applicable, to the payment of accrued and unpaid interest on the Subordinated Note of such Originator; and third, as applicable, to the repayment of the principal outstanding on the Subordinated Note of such Originator to the extent of such outstanding principal thereof as of the date of such payment before such amounts may be allocated for any other purpose; and fourth, as a distribution on capital. The Servicer shall make all appropriate record keeping entries with respect to each of the Subordinated Notes to reflect the foregoing payments and reductions made pursuant to Section 3.3, and the Servicer's books and records shall constitute rebuttable presumptive evidence of the principal amount of, and accrued interest on, each of the Subordinated Notes at any time. Each Originator hereby irrevocably authorizes the Servicer to mark the Subordinated Notes "CANCELLED" and to return the Subordinated Notes to the Company upon the final payment thereof after the occurrence of the Purchase and Sale Termination Date.

If, on any Business Day, the Company is unable to pay the Purchase Price for Receivables and Related Rights pursuant to this Section 3.2, then the Originators shall on such Business Day provide written notice thereof to the Administrative Agent.

SECTION 3.3 Settlement as to Specific Receivables and Dilution.

(a) If, (i) on the day of purchase or contribution of any Receivable from an Originator hereunder, any of the representations or warranties set forth in Sections 5.8, 5.13, 5.14, 5.20, 5.22, 5.23 and 5.24 are not true with respect to such Receivable or (ii) as a result of any action or inaction (other than solely as a result of the failure to collect such Receivable due to a discharge in bankruptcy or similar insolvency proceeding or other credit related reasons with respect to the relevant Obligor) of an Originator, on any subsequent day, any of such representations or warranties set forth in Sections 5.8, 5.13, 5.14, 5.20, 5.22, 5.23 and 5.24 is no longer true with respect to such Receivable, then the Purchase Price with respect to such Receivable shall be reduced by an amount equal to the Outstanding Balance of such Receivable and shall be accounted to such Originator as provided in clause (c) below; provided, that if the Company thereafter receives payment on account of Collections due with respect to such Receivable, the Company promptly shall deliver such funds to such Originator.

(b) If, on any day, the Outstanding Balance of any Receivable purchased or contributed hereunder is reduced or adjusted as a result of any defective, rejected, returned, repossessed or foreclosed goods or services, or any revision, cancellation, allowance, rebate, credit memo, discount or other adjustment made by any Originator or the Servicer or any setoff or dispute between an Originator or the Servicer and an Obligor, then the Purchase Price with respect to such Receivable shall be reduced by the amount of such net reduction or adjustment and shall be accounted to such Originator as provided in clause (c) below; provided that if the collectability or enforceability of any Pool Receivable is materially and adversely affected by any member of the Cyxtera Corporate Group rejecting any executory contract or unexpired lease under Section 365 of the Bankruptcy Code, then for purposes of this clause (b), upon such rejection the Originators and the Servicer will be deemed to have cancelled such Pool Receivable and to have reduced its Outstanding Balance to zero (\$0); provided, further, that, notwithstanding the foregoing, no such reduction of any Receivable's Purchase Price shall be made to the extent the same represents losses in respect of Receivables that are uncollectible on account of insolvency, bankruptcy, lack of creditworthiness or other financial or credit condition or financial default of the related Obligor.

(c) Any reduction in the Purchase Price of any Receivable pursuant to clause (a) or (b) above shall be applied as a credit for the account of the Company against the Purchase Price of Receivables subsequently purchased by the Company from such Originator hereunder; provided, however if there have been no purchases of Receivables from any Originator (or insufficiently large purchases of Receivables prior to the Settlement Date immediately following any such reduction in the Purchase Price of any Receivable) to create a Purchase Price sufficient to so apply such credit against, the amount of such credit:

(i) to the extent of any outstanding principal amount under the Subordinated Note payable to such Originator, shall be deemed to be a payment under, and shall be deducted from the principal amount outstanding under, the Subordinated Note payable to such Originator; and

(ii) after making any deduction pursuant to clause (i) above, shall be paid in cash to the Company by such Originator to the extent and in the manner and for the application as described in the following proviso;

provided, that at any time (x) when an Event of Termination or an Unmatured Event of Termination exists under the Receivables Purchase Agreement, (y) when the Aggregate Capital exceeds the Capital Coverage Amount at such time under the Receivables Purchase Agreement or (z) on or after the Purchase and Sale Termination Date, the amount of any such credit shall be paid by such Originator to the Company by deposit of immediately available funds into a Collection Account for application by the Servicer to the same extent as if Collections of the applicable Receivable in such amount had actually been received on such date.

ARTICLE IV CONDITIONS OF PURCHASES; ADDITIONAL ORIGINATORS

SECTION 4.1 Conditions Precedent to Initial Purchase. The initial purchase hereunder is subject to the condition precedent that the Company and the Administrative Agent (as the Company's assignee) shall have received (or have waived in writing the receipt requirement for), on or before the Closing Date, the following, each (unless otherwise indicated) dated the Closing Date, and each in form and substance reasonably satisfactory to the Company and the Administrative Agent (as the Company's assignee):

(a) A copy of the resolutions or written consent of the board of directors or managers or other equivalent governing body of each Originator approving the Transaction Documents to be executed and delivered by it and the transactions contemplated thereby, certified by the Secretary or Assistant Secretary of such Originator;

(b) A good standing certificate for each Originator issued as of a recent date reasonably acceptable to the Company and the Administrative Agent (as the Company's assignee) by the Secretary of State of the jurisdiction of such Originator's organization;

(c) A certificate of the Secretary or Assistant Secretary of each Originator certifying the names and true signatures of the officers authorized on such Person's behalf to sign the Transaction Documents to be executed and delivered by it (on which certificate the Servicer, the Company and the Administrative Agent (as the Company's assignee) may conclusively rely until such time as the Servicer, the Company and the Administrative Agent (as the Company's assignee) shall receive from such Person a revised certificate meeting the requirements of this clause (c));

(d) The certificate or articles of incorporation, certificate of formation or other organizational document of each Originator (including all amendments and modifications thereto) duly certified by the Secretary of State, or other equivalent authority, of the jurisdiction of such Originator's organization as of a recent date, together with a copy of the by-laws, limited liability company agreement, or equivalent governing document of such Originator (including all amendments and modifications thereto), each duly certified by the Secretary or an Assistant Secretary of such Originator;

(e) The forms of a financing statement (Form UCC-1) that name each Originator as the debtor/seller and the Company as the buyer/assignor (and the Administrative Agent, for the benefit of the Purchasers, as secured party/assignee) of the Receivables and the Related Rights sold by such Originator as may be necessary or, in the Company's or the Administrative Agent's reasonable opinion, desirable under the UCC of all appropriate jurisdictions to perfect the

Company's ownership interest in all Receivables and Related Rights (including, without limitation, Related Security) in which an ownership or security interest has been assigned to the Company hereunder (it being understood that the financing statements filed in connection with the closing of the Original PSA satisfy this condition on the Closing Date);

(f) Written search results listing all effective UCC financing statements that name the Originators as debtors or sellers and that are filed in each Originator's jurisdiction of organization, together with copies of such financing statements (none of which, except for those described in the foregoing clause (e) (or released or terminated, as the case may be, on or prior to the Closing Date), shall cover any Receivable or any Related Rights which are to be sold or contributed to the Company hereunder), and tax and judgment lien search results showing no evidence of such liens filed against any Originator;

(g) Favorable opinions of counsel to the Originators, in form and substance reasonably satisfactory to the Company and the Administrative Agent (as the Company's assignee);

(h) A Subordinated Note in favor of each Originator, duly executed by the Company; and

(i) Evidence of (i) the execution and delivery by each Originator and the Company of each of the other Transaction Documents to be executed and delivered in connection herewith; and (ii) that each of the conditions precedent to the execution, delivery and effectiveness of such other Transaction Documents has been satisfied to the Company's and the Administrative Agent's (as the Company's assignee) satisfaction.

SECTION 4.2 Certification as to Representations and Warranties. Each Originator, by accepting the Purchase Price or making the capital contribution related to each purchase of Receivables generated by such Originator, shall be deemed to have certified that the representations and warranties of such Originator contained in Article V, as from time to time amended in accordance with the terms hereof, are true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation or warranty shall be true and correct as made) on and as of such day, with the same effect as though made on and as of such day (except for representations and warranties which apply to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation or warranty shall be true and correct as made) as of such earlier date).

SECTION 4.3 Additional Originators. (a) Additional Persons may be added as Originators hereunder, with the prior written consent of the Company, the Administrative Agent and each Purchaser (which consents may be granted or withheld in their sole discretion); provided that the following conditions are satisfied or waived in writing by the Administrative Agent and each Purchaser on or before the date of such addition:

(i) the Servicer shall have given the Company, the Administrative Agent and each Purchaser at least thirty (30) days' (or such shorter time as may be agreed to by the Company and the Administrative Agent) prior written notice of such proposed addition

and the identity of the proposed additional Originator and shall have provided such other information with respect to such proposed additional Originator as the Company, the Administrative Agent or any Purchaser may reasonably request;

(ii) such proposed additional Originator shall have executed and delivered to the Company and the Administrative Agent an agreement substantially in the form attached hereto as Exhibit C (a “Joinder Agreement”);

(iii) the Performance Guarantor shall have delivered a reaffirmation, acknowledgment and consent with respect to the Joinder Agreement of such proposed additional Originator;

(iv) such proposed additional Originator shall have delivered to the Company and the Administrative Agent (as the Company’s assignee) each of the documents with respect to such Originator described in Section 4.1, in each case in form and substance reasonably satisfactory to the Company and the Administrative Agent (as the Company’s assignee);

(v) no Purchase and Sale Termination Date shall have occurred and be continuing;

(vi) no Event of Termination shall have occurred and be continuing; and

(vii) if reasonably requested by the Administrative Agent, an order of the Bankruptcy Court shall be entered approving such amendment to this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE ORIGINATORS

In order to induce the Company to enter into this Agreement and to make purchases hereunder, each Originator hereby makes the representations and warranties set forth in this Article V. In addition, the Company makes the representations and warranties set forth in Section 5.16.

SECTION 5.1 Existence and Power. Each Originator is a corporation or limited liability company, as applicable. Each Originator is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (ii) and has full power and authority under its constitutional documents and under the laws of the jurisdiction of its organization or formation to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted, except (as it relates to good standing) to the extent that the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect, and (iii) is duly qualified to do business, is in good standing as a foreign entity, and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.2 Power and Authority; Due Authorization. Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, such Originator (i) has all necessary organizational power and authority to (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and (C) grant a security interest in the Receivables and the Related Rights to the Company on the terms and subject to the conditions herein provided, and (ii) has duly authorized by all necessary organizational action such grant and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party.

SECTION 5.3 Binding Obligations. Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order, this Agreement and each of the other Transaction Documents to which each Originator is a party constitutes the legal, valid and binding obligations of each such Originator, enforceable against each such Originator in accordance with their respective terms.

SECTION 5.4 No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement and the other Transaction Documents to which each Originator is a party, and the fulfillment of the terms hereof and thereof, will not (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under its organizational documents or any indenture, sale agreement, credit agreement (including the DIP Facility), loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument to which such Originator is a party or by which it or any of its properties is bound, (ii) result in the creation or imposition of any Adverse Claim (other than a Permitted Adverse Claim) upon any of its properties pursuant to the terms of any such indenture, credit agreement (including the DIP Facility), loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument other than this Agreement and the other Transaction Documents or (iii) conflict with or violate any Applicable Law, except to the extent that any such conflict, breach, default, Adverse Claim or violation would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.5 Litigation and Other Proceedings. Except as set forth on Schedule IV or disclosed in accordance with the requirements of Section 6.1(b), there is no action, suit, proceeding or investigation pending or, to the best knowledge of such Originator, threatened in writing, against such Originator before any Governmental Authority and (ii) the Company is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Agreement or any other Transaction Document, (B) seeks to prevent the grant of a security interest in any Receivables or Related Rights transferred by such Originator to the Company, the ownership or acquisition by the Company of any Receivables or Related Rights or the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document, (C) seeks any determination or ruling that would reasonably be expected to materially and adversely affect the performance by each Originator of its obligations under, or the validity or enforceability of, this Agreement or any other Transaction Document or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations would reasonably be expected to have a Material Adverse Effect.

SECTION 5.6 Governmental Approvals. Except where the failure to obtain or make such authorization, consent, order (other than entry of the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter), approval or action would not reasonably be expected to have a Material Adverse Effect, all authorizations, consents, orders and approvals of, or other actions by, any Governmental Authority that are required to be obtained by each Originator in connection with the grant of a security interest in the Receivables or Related Rights to the Company hereunder or the due execution, delivery and performance by each Originator of this Agreement or any other Transaction Document to which it is a party and the consummation by the Company of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party have been obtained or made and are in full force and effect.

SECTION 5.7 Margin Regulations. No Originator is engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meanings of Regulations T, U and X of the Board of Governors of the Federal Reserve System).

SECTION 5.8 Valid Sale. Each sale or contribution of Receivables and the Related Rights made by each Originator pursuant to this Agreement shall constitute a valid sale or contribution, transfer and assignment of Receivables and Related Rights to the Company, enforceable against creditors of, and purchasers from, each such Originator.

SECTION 5.9 Names and Location. Except as described in Schedule III, each Originator has not used any company or corporate names, trade names or assumed names since the date occurring five calendar years prior to the Closing Date other than its name set forth on the signature pages hereto. Each Originator is "located" (as such term is defined in the applicable UCC) in the jurisdiction specified in Schedule I and since the date occurring five calendar years prior to the Closing Date, has not been "located" (as such term is defined in the applicable UCC) in any other jurisdiction (except as specified in Schedule I). The office(s) where each Originator keeps its records concerning the Receivables is at the address(es) set forth on Schedule II.

SECTION 5.10 [Reserved].

SECTION 5.11 Accuracy of Information. All certificates, reports, statements, documents and other written information furnished to the Company, the Administrative Agent or any other Purchaser Party by or on behalf of each Originator (except for projections, pro forma financial information and information of a general economic or industry nature) pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement or any other Transaction Document, is, at the time the same are so furnished when taken as a whole, complete and correct in all material respects on the date the same are furnished to the Administrative Agent or such other Purchaser Party, when taken as a whole and after giving effect to all supplements and updates thereto, and does not contain any material misstatement of fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements were made. The projections and pro forma financial information, taken as a whole, contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of each Originator to be reasonable at the time made

and as of the date furnished, it being recognized by the Company, the Administrative Agent or any other Purchaser Party, that such projections and pro forma financial information, as it relates to future events, is not to be viewed as fact, and forecasts and projections are subject to uncertainties and contingencies; actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount and no assurance can be given that any forecast or projections will be realized.

SECTION 5.12 Compliance with Law. Each Originator has complied in all respects with all Applicable Laws to which it is subject if the failure to comply therewith would reasonably be expected to have a Material Adverse Effect.

SECTION 5.13 Eligible Receivables. Each Receivable sold, transferred or assigned hereunder is an Eligible Receivable on the date of sale, transfer or assignment, unless otherwise specified in the first Interim Report or Information Package that includes such Receivable.

SECTION 5.14 Credit and Collection Policy. Each Originator has complied in all material respects with the Credit and Collection Policy with regard to the Receivables sold by it hereunder and the related Contracts, taken as a whole.

SECTION 5.15 Investment Company Act. No Originator is an “investment company,” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act.

SECTION 5.16 Sanctions and other Anti-Terrorism Laws. No (a) Originator is a Sanctioned Person, nor, to the best of the knowledge of such Originator, employee, officer, director, affiliate, consultant, broker, agent or other persons acting on any Originator’s behalf in connection with this Agreement: (i) is a Sanctioned Person; (ii) directly, or knowingly indirectly through any third party, is engaged in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions, or which otherwise are prohibited by any Applicable Laws of the United States or of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (b) property sold or pledged hereunder is Embargoed Property.

SECTION 5.17 Anti-Corruption. Each Originator has (a) conducted its business in compliance with all Anti-Corruption Laws and (b) has instituted and maintains policies and procedures reasonably designed to promote compliance with such Laws.

SECTION 5.18 Financial Condition.

(a) [Reserved.]

(b) [Reserved.]

SECTION 5.19 Taxes. Each Originator has (i) timely filed or caused to be filed all material tax returns (federal, state and local) required to be filed by it and (ii) paid, or caused to be paid, all material taxes, assessments and other governmental charges required to have been paid by it, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in

accordance with GAAP or that would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.20 Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

SECTION 5.21 No Fraudulent Conveyance. No sale or contribution or transfer hereunder constitutes a fraudulent transfer or conveyance under any United States federal or applicable state bankruptcy or insolvency laws or is otherwise void or voidable under such or similar laws or principles or for any other reason.

SECTION 5.22 Ordinary Course of Business. If notwithstanding the intention of the parties hereto, the transactions are characterized as loans and not sales or contributions, each of the Originators and the Company represents and warrants as to itself that each remittance of Collections by or on behalf of such Originator to the Company under this Agreement will have been (i) in payment of a debt incurred by such Originator in the ordinary course of business or financial affairs of such Originator and the Company and (ii) made in the ordinary course of business or financial affairs of such Originator and the Company.

SECTION 5.23 Good Title Perfection.

(a) Immediately preceding its sale or contribution of each Receivable hereunder, the applicable Originator was the owner of such Receivable sold or purported to be sold or contributed or purported to be contributed, free and clear of any Adverse Claims (other than Permitted Adverse Claims), and each such sale or contribution hereunder constitutes a valid sale or contribution, transfer and assignment of all of such Originator's right, title and interest in, to and under the Receivables sold or contributed by it, free and clear of any Adverse Claims (other than Permitted Adverse Claims).

(b) On or before the Closing Date and before the generation by such Originator of any new Receivable to be sold, contributed or otherwise conveyed hereunder, all financing statements and other documents, if any, required to be recorded or filed in order to perfect and protect the Company's ownership interest in Receivables to be sold, contributed or otherwise conveyed hereunder against all creditors of and purchasers from such Originator will have been duly filed in each filing office necessary for such purpose, and all filing fees and taxes, if any, payable in connection with such filings shall have been paid in full.

(c) Upon the creation of each new Receivable sold, contributed or otherwise conveyed or purported to be conveyed hereunder and on the Closing Date for then existing Receivables, the Company shall have a valid and perfected first priority ownership or security interest in each Receivable sold or contributed to it hereunder, free and clear of any Adverse Claim (other than Permitted Adverse Claims).

SECTION 5.24 Perfection Representations.

(a) This Agreement creates a valid and continuing ownership or security interest (as defined in the applicable UCC) in each Originator's right, title and interest in, to and under the Receivables and Related Rights which (A) ownership or security interest has been perfected and

is enforceable against creditors of and purchasers from each Originator and (B) will be free of all Adverse Claims (other than Permitted Adverse Claims) in such Receivables and Related Rights.

(b) The Receivables constitute “accounts” or “general intangibles” within the meaning of Section 9-102 of the UCC.

(c) Prior to the sale or contribution of, or grant of security interest in, the Receivables and Related Rights transferred hereunder, each Originator owned and had good and marketable title to such Receivables and Related Rights free and clear of any Adverse Claim (other than Permitted Adverse Claims) of any Person.

(d) All appropriate financing statements, financing statement amendments and continuation statements have been filed in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect (and continue the perfection of) the sale or contribution of the Receivables and Related Rights from each Originator to the Company pursuant to this Agreement.

(e) Other than the ownership or security interest granted to the Company pursuant to this Agreement, no Originator has pledged, assigned, sold, granted a security interest in (other than those released on the Closing Date or any other date on which a Receivable is sold, contributed or otherwise conveyed hereunder), or otherwise conveyed any of the Receivables or Related Rights except as permitted by this Agreement and the other Transaction Documents. Each such Originator has not authorized the filing of and is not aware of any financing statements filed against such Originator that include a description of collateral covering the Receivables or Related Rights other than any financing statement (i) in favor of the Administrative Agent or (ii) that has been terminated or amended to reflect the release of any security interest in the Receivables and Related Rights. No Originator is aware of any judgment lien, ERISA lien or tax lien filings against such Originator that either (A) attaches to any of the Receivables or Related Rights or (B) could reasonably be expected to have a Material Adverse Effect.

(f) Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations contained in this Section 5.23 shall be continuing and remain in full force and effect until the Final Payout Date.

SECTION 5.25 Enforceability of Contracts. Each Contract related to any Receivable sold or contributed by an Originator hereunder is effective to create, and has created, a legal, valid and binding obligation of the related Obligor to pay the outstanding balance of such Receivable, enforceable against the Obligor in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, without being subject to any defense, deduction, offset or counterclaim and such Originator has fully performed its obligations under such Contract.

SECTION 5.26 Other Transaction Documents. Each representation and warranty made by each Originator under each other Transaction Document to which it is a party is true and correct in all material respects as of the date when made.

SECTION 5.27 Compliance with Law. Each Originator has complied in all material respects with all Applicable Laws to which it is subject, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.28 Purchase Price. Each sale by such Originator to Company of an interest in Receivables has been made for “reasonably equivalent value” (as such term is used in Section 548 of the Bankruptcy Code) and not for or on account of “antecedent debt” (as such term is used in Section 547 of the Bankruptcy Code) owed by such Originator to Company, and is otherwise not subject to avoidance under any provision of the Bankruptcy Code or Applicable Law.

SECTION 5.29 Effectiveness of Orders. The Interim Order at any time prior to the entry of the Final Order and, to the extent then entered, the Final Order, is in full force and effect and has not been vacated or reversed, is not subject to a stay, and has not been modified or amended (other than any amendment or modification approved in writing by the Administrative Agent and the Majority Purchasers in their sole discretion).

SECTION 5.30 Compliance with Orders. Such Originator and each of the other members of the Cyxtera Corporate Group are in compliance in all material respects with the Interim Order at any time prior to the entry of the Final Order and, to the extent then entered, the Final Order, in each case to the extent applicable to such Originator and other member of the Cyxtera Operating Group.

SECTION 5.31 Reaffirmation of Representations and Warranties by each Originator. On each day that a new Receivable is sold or contributed to the Company hereunder, such Originator shall be deemed to have certified that all representations and warranties of such Originator hereunder are true and correct in all material respects on and as of such day as though made on and as of such day, except for representations and warranties which apply as to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such date).

Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations and warranties contained in this Article shall be continuing and remain in full force and effect until the Final Payout Date.

ARTICLE VI COVENANTS OF THE ORIGINATORS

SECTION 6.1 Covenants of the Originators. At all times from the Closing Date until the Final Payout Date, each Originator will, unless the Administrative Agent and the Company shall otherwise consent in writing, perform the following covenants:

(a) Financial Reporting. Each Originator will maintain a system of accounting established and administered in accordance with GAAP.

(b) Notices. Each Originator will notify the Company and Administrative Agent and each Purchaser in writing of any of the following events promptly upon (but in no event later than (x) in the case of clauses (i) and (iv) below, three (3) Business Days and (y) otherwise, five (5)

Business Days after) a Financial Officer of such Originator learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto (to the extent not furnished by the Company or any Servicer):

(i) Notice of Purchase and Sale Termination Events, Unmatured Purchase and Sale Termination Events, Events of Termination or Unmatured Events of Termination. A statement of a Financial Officer of such Originator setting forth details of any Purchase and Sale Termination Event (as defined in Section 8.1), Unmatured Purchase and Sale Termination Event (as defined in Section 8.1, Event of Termination or Unmatured Event of Termination that has occurred and is continuing and the action which the applicable Originator proposes to take with respect thereto.

(ii) Representations and Warranties. The failure of any representation or warranty made or deemed to be made by such Originator under this Agreement or any other Transaction Document to be true and correct in any material respect when made.

(iii) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding with respect to each Originator, the Company, the Servicer or the Performance Guarantor, which with respect to any Person other than the Company, could reasonably be expected to have a Material Adverse Effect.

(iv) Adverse Claim. (A) Any Person shall obtain an Adverse Claim (other than a Permitted Adverse Claim) upon the Receivables or Related Rights or any material portion thereof, (B) any Person other than the Originators, the Company, the Servicer or the Administrative Agent shall obtain any rights or direct any action with respect to any Cash Collateral Account, Collection Account or related Lock-Box or (C) the Obligor shall receive any change in payment instructions with respect to Pool Receivable(s) from a Person other than the Servicer or the Administrative Agent.

(v) Name Changes. Prompt written notice (which shall in any event be provided within 60 days of such change or such longer period as the Administrative Agent may agree) of any change in any Originator's or the Company's name, jurisdiction of organization or any other change requiring the amendment of UCC financing statements.

(vi) Change in Accountants or Accounting Policy. Any change in (i) the external accountants of such Originator, the Company or the Servicer, or (ii) any material accounting policy of any Originator that is relevant to the transactions contemplated by this Agreement or any other Transaction Document (it being understood that any change to the manner in which any Originator accounts for the Pool Receivables shall be deemed "material" for such purpose), in the case of clause (ii) above, after such change is required to be reported under GAAP.

(vii) Reportable Compliance Event. Promptly after the occurrence thereof, the occurrence of a Reportable Compliance Event.

(viii) Material Adverse Effect. Promptly after the occurrence thereof, notice of any Material Adverse Effect.

(c) Conduct of Business. Each Originator will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is conducted as of the date of the commencement of the Chapter 11 Cases as modified in accordance with the Cyxtera Operating Group's forecasts or fields that are extensions thereof or are otherwise incidental, synergistic, reasonably related, or ancillary thereto, and will do all things necessary to remain duly organized, validly existing and in good standing as a domestic organization in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority would reasonably be expected to have a Material Adverse Effect.

(d) Compliance with Laws. Each Originator will comply with all Applicable Laws to which it may be subject if the failure to comply would reasonably be expected to have a Material Adverse Effect.

(e) Furnishing of Information and Inspection of Receivables. Each Originator will furnish or cause to be furnished to the Company and the Administrative Agent from time to time such information with respect to the Pool Receivables as the Company or the Administrative Agent may reasonably request. Each Originator will, at such Originator's expense, during regular business hours with reasonable prior written notice (i) permit the Company and the Administrative Agent or their respective agents or representatives to (A) examine and make copies of and abstracts from all books and records relating to the Pool Receivables, (B) visit the offices and properties of such Originator for the purpose of examining such books and records and (C) discuss matters relating to the Pool Receivables or such Originator's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of such Originator (provided that representatives of such Originator are present during such discussions) having knowledge of such matters and (ii) without limiting the provisions of clause (i) above, during regular business hours, at such Originator's expense, upon reasonable prior written notice from the Company or the Administrative Agent, permit certified public accountants or other auditors reasonably acceptable to the Company or the Administrative Agent, as applicable, to conduct a review of its books and records with respect to such Pool Receivables; provided, that such Originator shall be required to reimburse the Company and the Administrative Agent for only two (2) such reviews pursuant to clause (ii) above and pursuant to the Receivables Purchase Agreement in any twelve-month period, unless an Event of Termination has occurred and is continuing. The Company or the Administrative Agent shall comply with such Originator's customary procedures during any such inspection, as in effect at such time, including with respect to security and health and sanitation requirements.

(f) Payments on Receivables, Collection Accounts. Each Originator will, at all times, instruct all Obligors to deliver payments on the Pool Receivables to an Account or a Lock-Box. Each Originator will, at all times, maintain such books and records necessary to identify Collections received from time to time on Pool Receivables and to segregate such Collections from other property of such Originator. If any payments on the Pool Receivables or other Collections are received by an Originator, the Company or the Servicer, it shall hold such payments in trust for the benefit of the Administrative Agent, the Purchasers and the other Secured Parties and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Collection Account or Cash Collateral Account. If at any time after the Closing Date, funds other than Collections on Pool Receivables and Related Rights are deposited into any Account, such

Originator will within two (2) Business Days identify such funds to the Administrative Agent so that the Administrative Agent may transfer such funds to the appropriate Person entitled to such funds. The Originators will not, and will not permit the Servicer or any other Person to, commingle Collections with any other funds. The Originators shall only add an Account (or a related Lock-Box) or an Account Bank to those listed in the Receivables Purchase Agreement, if the Administrative Agent has received notice of such addition and an executed and acknowledged copy of an Account Control Agreement (or an amendment thereto) in form and substance reasonably acceptable to the Administrative Agent from the applicable Account Bank. An Originator shall only terminate an Account Bank or close an Account (or a related Lock-Box) with the prior written consent of the Administrative Agent.

(g) Sales, Liens, etc. Except as otherwise provided herein, no Originator will sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (other than a Permitted Adverse Claim) upon (including, without limitation, the filing of any financing statement) or with respect to, any Pool Receivable or other Related Rights, or assign any right to receive income in respect thereof.

(h) Extension or Amendment of Pool Receivables. Except as otherwise permitted by the Receivables Purchase Agreement, no Originator will, or will permit the Servicer to, alter the delinquency status or adjust the Outstanding Balance or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, any term or condition of any related Contract. Each Originator shall at its expense, timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Pool Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy with regard to each Pool Receivable and the related Contract.

(i) Change in Credit and Collection Policy. No Originator will make any material change in the Credit and Collection Policy except (i) with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) or (ii) if such changes are necessary or required under any Applicable Law. Promptly following any change in the Credit and Collection Policy, such Originator will deliver a copy of the updated Credit and Collection Policy to the Company and the Administrative Agent.

(j) Fundamental Changes. No Originator shall (i) undertake any division of its rights, assets, obligations or liabilities pursuant to a plan of division or otherwise pursuant to Applicable Law, and (ii) make any change in such Originator's name, location or make any other change in such Originator's identity or corporate structure that could impair or otherwise render any UCC financing statement filed in connection with this Agreement or the Receivables Purchase Agreement "seriously misleading" as such term (or similar term) is used in the applicable UCC, unless the Company and the Administrative Agent have each (A) received 30 days' prior notice thereof, (B) received such other information and documentation as may reasonably be requested by the Company or the Administrative Agent for purposes of compliance with Applicable Laws, (C) received executed copies of all documents, certificates and opinions (including opinions relating to UCC matters) as the Company or the Administrative Agent shall reasonably request and (D) been reasonably satisfied that all other action to perfect and protect the interests of the Company and the Administrative Agent, on behalf of the Purchasers, in and to the Receivables to

be sold or contributed by it hereunder and other Related Rights, as reasonably requested by the Company or the Administrative Agent shall have been taken by, and at the expense of, such Originator (including the filing of any UCC financing statements, the receipt of certificates and other requested documents from public officials and all such other actions required pursuant to Section 7.3).

(k) Books and Records. Each Originator shall maintain and implement (or cause the Servicer to maintain and implement) administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain (or cause the Servicer to keep and maintain) all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable for the collection of all Pool Receivables (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(l) Security Interest, Etc. Each Originator shall (and shall cause the Servicer to), at its expense, take all action necessary or reasonably desirable to establish and maintain a valid and enforceable ownership or security interest in the Pool Receivables, the Related Rights and Collections with respect thereto, and a first priority perfected security interest in the Sold Assets and the Related Rights, in each case free and clear of any Adverse Claim (other than a Permitted Adverse Claim), in favor of the Company (and the Administrative Agent (on behalf of the Secured Parties), as the Company's assignee), including taking such action to perfect, protect or more fully evidence the security interest of the Company (and the Administrative Agent (on behalf of the Secured Parties), as the Company's assignee) as the Company, the Administrative Agent or any Secured Party may reasonably request. In order to evidence the security interests of the Company under this Agreement, each Originator shall, from time to time take such action, or execute and deliver such instruments as may be necessary (including such actions as are reasonably requested by the Administrative Agent, as the Company's assignee) to maintain and perfect, as a first-priority interest, the Company's security interest in the Pool Receivables, Related Rights and Collections. Such Originator shall, from time to time and within the time limits established by law, prepare and present to the Administrative Agent for the Administrative Agent's authorization and approval, all financing statements, amendments, continuations or initial financing statements in lieu of a continuation statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize such Originator to file such financing statements under the UCC without the signature of the Company, any Originator or the Administrative Agent where allowed by Applicable Law. Notwithstanding anything else in the Transaction Documents to the contrary, such Originator shall not have any authority to file a termination, partial termination, release, partial release, or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(m) Further Assurances; Change in Name or Jurisdiction of Origination, etc. (i) Each Originator hereby authorizes and hereby agrees from time to time, at its own expense, promptly to execute (if necessary) and deliver all further instruments and documents, and to take all further actions, that may be reasonably necessary, or that the Company or the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the transfers made hereunder and the

security interest granted pursuant to this Agreement or under the Receivables Purchase Agreement or any other Transaction Document, or to enable the Company or the Administrative Agent (on behalf of the Secured Parties) to exercise and enforce their respective rights and remedies under this Agreement, the Receivables Purchase Agreement and the other Transaction Documents. Without limiting the foregoing, each Originator hereby authorizes, and will, upon the request of the Company or the Administrative Agent, at such Originator's own expense, execute (if necessary) and file such financing statements or continuation statements, or amendments thereto, and such other instruments and documents, that may be reasonably necessary, or that the Company or the Administrative Agent may reasonably request, to perfect, protect or evidence any of the foregoing.

(n) Mergers, Acquisitions, Sales, etc. No Originator shall (i) be a party to any merger, consolidation or other restructuring, except a merger, consolidation or other restructuring where the Company and the Administrative Agent have (A) received 30 days' prior notice thereof, (B) received such other information and documentation as may reasonably be requested by the Company or the Administrative Agent for purposes of compliance with Applicable Laws, (C) received executed copies of all documents, certificates and opinions (including opinions relating to bankruptcy, insolvency and UCC matters) as the Company or the Administrative Agent shall reasonably request and (D) been reasonably satisfied that all other action to perfect and protect the interests of the Company and the Administrative Agent, on behalf of the Purchasers, in and to the Receivables to be sold by it hereunder and other Related Rights, as reasonably requested by the Company or the Administrative Agent shall have been taken by, and at the expense of, such Originator (including the filing of any UCC financing statements, the receipt of certificates and other requested documents from public officials and all such other actions required pursuant to Section 7.3) or (ii) directly or indirectly sell, transfer, assign, convey or lease (A) whether in one or a series of transactions, all or substantially all of its assets except a sale, transfer, assignment, conveyance or lease where the Company, the Administrative Agent and each Purchaser have (i) received ten (10) days' (or such lesser period of time agreed to by the Administrative Agent) prior written notice thereof and (ii) consented in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) or (B) any Receivables or any interest therein (other than pursuant to this Agreement).

(o) Receivables Not to Be Evidenced by Promissory Notes or Chattel Paper. No Originator shall take any action to cause or permit any Receivable created, acquired or originated by it to become evidenced by any "instrument" or "chattel paper" (as defined in the applicable UCC) without the prior written consent of the Company and the Administrative Agent.

(p) Sanctions; Anti-Corruption Laws. The Originators will: (a) not directly, or knowingly indirectly through a third party, engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in connection with this Agreement, including any use of the proceeds received under this Agreement to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions;

(q) not make any payment hereunder with funds knowingly derived from any unlawful activity; (c) undertake reasonable steps in order to ensure that no property sold or pledged hereunder will become Embargoed Property; (d) not engage in any transactions or other dealings

in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws; and (f) take reasonable steps not to cause any Purchaser or the Administrative Agent to violate any sanctions administered by OFAC.

(r) Compliance with Anti-Corruption Laws. Each Originator will not directly or knowingly indirectly, use any amounts it receives hereunder or any proceeds thereof for any purpose which would breach any Anti-Corruption Laws.

(s) Legend. Each Originator (or the Servicer on its behalf) shall have placed on the most recent, and have taken all steps reasonably necessary to ensure that there shall be placed on each subsequent, data processing report that it generates which are of the type that a proposed purchaser or lender would use to evaluate the Receivables, a legend that indicates that the Receivables have been sold in accordance with this Agreement.

(t) Insurance. Such Originator will maintain in effect, at such Originator's expense, such casualty and liability insurance as such Originator deems appropriate in its good faith business judgment.

(u) Ownership of Buyer. The Contributing Originator at all times shall own 100% of the membership interest in the Company.

(v) No Superpriority Claims. No Originator shall permit, or permit any of its Affiliates to permit, to exist any Superpriority Claim against any member of the Cyxtera Operating Group that is *pari passu* with or senior to the Superpriority Claims granted to the Secured Parties under the Transaction Documents other than as provided in the Interim Order, the Final Order and any DIP Order.

(w) No Surcharge. Subject to an effective upon entry of the Final Order, no Originator shall, or permit any of its Affiliates to, assert or consent to any charges under Section 506(c) of the Bankruptcy Code against any Sold Assets or Seller Collateral.

(x) Executory Contracts and Unexpired Leases. Except with the Administrative Agent's prior written consent, no Originator will, or will permit any of its Affiliates to, reject any executory contract or unexpired lease under Section 365 of the Bankruptcy Code if both (i) such rejection would, or could reasonably be expected to, materially and adversely affect the collectability or enforceability of any Receivable(s) and (ii) a Capital Coverage Deficit would, or could reasonably be expected to, result if all such materially and adversely affected Receivables were removed from the calculation of the Capital Coverage Amount, unless such Capital Coverage Deficit would be cured with three (3) Business Days after such rejection.

SECTION 6.2 Substantive Consolidation. Each Originator hereby acknowledges that this Agreement and the other Transaction Documents are being entered into in reliance upon the Company's identity as a legal entity separate from such Originator and its Affiliates. Therefore, from and after the date hereof, each Originator shall take all reasonable steps necessary to make it apparent to third Persons that the Company is an entity with assets and liabilities distinct from those of such Originator or its Affiliates and is not a division of such Originator or its Affiliates.

Without limiting the generality of the foregoing and in addition to and consistent with the other covenants set forth herein, such Originator shall take such actions as shall be required in order that:

(a) such Originator shall maintain separate records and books of account from the Company and otherwise will observe corporate formalities;

(b) the financial statements and books and records of such Originator shall be prepared after the date of creation of the Company to reflect and shall reflect the separate existence of the Company; provided, that the Company's assets and liabilities may be included in a consolidated financial statement issued by an Affiliate of the Company; provided, however, that any such consolidated financial statement or the notes thereto shall make clear that the Company's assets are not available to satisfy the obligations of such Affiliate;

(c) except as contemplated hereby or permitted by the Receivables Purchase Agreement, (i) such Originator shall maintain its assets (including deposit accounts) separately from the assets (including deposit accounts) of the Company and (ii) the Company's assets, and records relating thereto, have not been, are not, and shall not be, commingled with those of any Originator;

(d) such Originator shall not act as an agent for the Company, other than in the capacity of Servicer;

(e) such Originator shall not conduct any of the business of the Company in its own name (except in the capacity of Servicer);

(f) other than with respect to initial organization expenses, such Originator shall not pay any liabilities of the Company out of its own funds or assets;

(g) except as contemplated by the Transaction Documents, such Originator shall maintain an arm's-length relationship with the Company;

(h) such Originator shall not assume or guarantee or become obligated for the debts of the Company or hold out its credit as being available to satisfy the obligations of the Company;

(i) such Originator shall not acquire obligations of the Company (other than the Subordinated Notes);

(j) such Originator shall allocate fairly and reasonably overhead or other expenses that are properly shared with the Company;

(k) such Originator shall identify and hold itself out as a separate and distinct entity from the Company;

(l) such Originator shall correct any known misunderstanding respecting its separate identity from the Company;

(m) such Originator shall not enter into, or be a party to, any transaction with the Company, except in the ordinary course of its business and on terms which could be obtained in a comparable arm's-length transaction with an unrelated third party; and

(n) such Originator shall not pay the salaries of the Company's employees, if any.

ARTICLE VII
ADDITIONAL RIGHTS AND OBLIGATIONS
IN RESPECT OF RECEIVABLES

SECTION 7.1 Rights of the Company. Each Originator hereby authorizes the Company and the Servicer or their respective designees or assignees under the Receivables Purchase Agreement (including, without limitation, the Administrative Agent) to take any and all steps in such Originator's name reasonably necessary or desirable, in their respective determination, to collect all amounts due under any and all Receivables sold, contributed or otherwise conveyed or purported to be conveyed by it hereunder, including, without limitation, endorsing the name of such Originator on checks and other instruments representing Collections and enforcing such Receivables and the provisions of the related Contracts that concern payment or enforcement of rights to payment; provided, however, the Administrative Agent or any other assignee under this Agreement shall not take any of the foregoing actions unless a Purchase and Sale Termination Event or an Event of Termination has occurred and is continuing.

SECTION 7.2 Responsibilities of the Originators. Anything herein to the contrary notwithstanding:

(a) Each Originator shall perform its obligations hereunder, and the exercise by the Company or its designee of its rights hereunder shall not relieve such Originator from such obligations.

(b) None of the Company, the Servicer, the Purchasers, or the Administrative Agent shall have any obligation or liability to any Obligor or any other third Person with respect to any Receivables, Contracts related thereto or any other related agreements, nor shall the Company, the Servicer, the Purchasers, or the Administrative Agent be obligated to perform any of the obligations of any Originator thereunder.

(c) Each Originator hereby grants to the Administrative Agent an irrevocable power of attorney, with full power of substitution, coupled with an interest, during the occurrence and continuation of an Event of Termination to take in the name of such Originator all steps necessary or advisable to endorse, negotiate or otherwise realize on any writing or other right of any kind held or transmitted by such Originator or transmitted or received by the Company (whether or not from such Originator) in connection with any Receivable sold, contributed or otherwise conveyed or purported to be conveyed by it hereunder or Related Right.

SECTION 7.3 Further Action Evidencing Purchases. On or prior to the Closing Date, each Originator shall mark its master data processing records evidencing Pool Receivables with a legend, acceptable to the Company and the Administrative Agent, evidencing that the Pool Receivables have been transferred in accordance with this Agreement and none of the Originators or the Servicer shall change or remove such notation without the consent of the Company and the

Administrative Agent, such consent not to be unreasonably withheld or delayed. Each Originator agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action that the Company, the Servicer or the Administrative Agent may reasonably request in order to perfect, protect or more fully evidence the Receivables and Related Rights purchased by or contributed to the Company hereunder, or to enable the Company to exercise or enforce any of its rights hereunder or under any other Transaction Document. Without limiting the generality of the foregoing, upon the request of the Company or the Administrative Agent, such Originator will execute (if applicable), authorize and file such financing or continuation statements, or amendments thereto or assignments thereof, and such other instruments or notices, as may be necessary or appropriate.

Each Originator hereby authorizes the Company or its designee or assignee (including, without limitation, the Administrative Agent) to file one or more financing or continuation statements, and amendments thereto and assignments thereof, without the signature of such Originator, relative to all or any of the Receivables and Related Rights sold, or otherwise conveyed or purported to be conveyed by it hereunder, whether now existing or hereafter generated by such Originator. If any Originator fails to perform any of its agreements or obligations under this Agreement, the Company or its designee or assignee (including, without limitation, the Administrative Agent) may (but shall not be required to) itself perform, or cause the performance of, such agreement or obligation, and the expenses of the Company or its designee or assignee (including, without limitation, the Administrative Agent) incurred in connection therewith shall be payable by such Originator.

SECTION 7.4 Application of Collections. Any payment by an Obligor in respect of any indebtedness owed by it to any Originator shall, except as otherwise specified by such Obligor or required by applicable law and unless otherwise instructed by the Servicer (with the prior written consent of the Administrative Agent) or the Administrative Agent, be applied as a Collection of any Receivable or Receivables of such Obligor to the extent of any amounts then due and payable thereunder (applied in order from the oldest outstanding Receivable to the newest outstanding Receivable) before being applied to any other indebtedness of such Obligor.

ARTICLE VIII PURCHASE AND SALE TERMINATION EVENTS

SECTION 8.1 Purchase and Sale Termination Events. Each of the following events or occurrences described in this Section 8.1 shall constitute a “Purchase and Sale Termination Event” (each event which with notice or the passage of time or both would become a Purchase and Sale Termination Event being referred to herein as an “Unmatured Purchase and Sale Termination Event”):

- (a) The Termination Date shall have occurred; or
- (b) Any Originator shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document to which it is a party and such failure shall remain unremedied for two (2) Business Days; or

(c) Any representation or warranty made or deemed to be made by an Originator (or any of its officers) under or in connection with this Agreement, any other Transaction Documents to which it is a party, or any other information or report delivered pursuant hereto or thereto shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered and such breach of representation or warranty, to the extent capable of remedy, is not remedied within fifteen (15) days after knowledge thereof by, or notice thereof is given to, the Originators; provided, that such circumstance shall not constitute a Purchase and Sale Termination Event if such representation or warranty, or such information or report has an effect on an Information Package and a revised Information Package is delivered within two (2) Business Days after the date such Originator gains knowledge or receives notice thereof; provided, further that no breach of a representation or warranty set forth in Sections 5.8, 5.13, 5.14, 5.21, 5.23, 5.24, or 5.25 shall constitute a Purchase and Contribution Termination Event pursuant to this clause (c) if credit has been given for a reduction of the Purchase Price, the outstanding principal balance of the applicable Subordinated Loan has been reduced or the applicable Originator has made a cash payment to the Company, in any case, as required pursuant to Section 3.3(c) with respect to such breach; or

(d) Any Originator shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Transaction Document to which it is a party in any material respect and such failure shall, solely to the extent capable of cure, remain unremedied for fifteen (15) days after knowledge thereof by such Originator or notice thereof by the Company or the Administrative Agent.

SECTION 8.2 Remedies.

(a) Optional Termination. Upon the occurrence and during the continuation of a Purchase and Sale Termination Event, the Company, with the prior written consent of the Administrative Agent, shall have the option, by notice to the Originators (with a copy to the Administrative Agent), to declare the Purchase Facility as terminated.

(b) Remedies Cumulative. Upon any termination of the Purchase Facility pursuant to Section 8.2(a), the Company (and the Administrative Agent as the Company's assignee) shall have, in addition to all other rights and remedies under this Agreement, all other rights and remedies provided under the UCC of each applicable jurisdiction and other applicable laws, which rights shall be cumulative.

ARTICLE IX INDEMNIFICATION

SECTION 9.1 Indemnities by the Originators. Without limiting any other rights which the Company may have hereunder or under Applicable Law, each Originator hereby agrees to indemnify and hold harmless, the Company (and its assigns, including the Administrative Agent) and each of its officers, directors, employees and agents (each of the foregoing Persons being individually called a "Purchase and Sale Indemnified Party"), within ten Business Days of demand, from and against any and all damages, losses, claims, judgments, liabilities, penalties, reasonable and documented costs and expenses, (including Attorney Costs) (all of the foregoing being

collectively called “Purchase and Sale Indemnified Amounts”) awarded against or incurred by any of them arising out, relating to or in connection with:

(a) the breach of any representation or warranty made or deemed made by such Originator (or any officer of such Originator) under or in connection with this Agreement or any of the other Transaction Documents, or any information or report delivered by or on behalf of such Originator pursuant hereto or thereto which shall have been untrue or incorrect when made or deemed made or delivered;

(b) the failure by such Originator to comply with the terms of or its covenants, obligations and agreements contained in this Agreement or any other Transaction Document to which it is a party or with any Applicable Law with respect to any Pool Receivable or the related Contract; or the failure of any Pool Receivable or the related Contract to conform to any such Applicable Law;

(c) the failure of any Receivable sold or contributed by such Originator included in the calculation of Net Receivables Pool Balance as an Eligible Receivable to be an Eligible Receivable as of the date of such sale or contribution;

(d) the transfer by such Originator of any interest in any Pool Receivable or Related Right other than the transfer of any Pool Receivable and Related Rights to the Company pursuant to this Agreement and the grant of a security interest to the Company pursuant to this Agreement;

(e) the lack of an enforceable ownership interest, or a first priority perfected lien, in the Pool Receivables (and all Related Rights) originated by such Originator against all Persons (including any bankruptcy trustee or similar Person), in either case, free and clear of any Adverse Claim;

(f) the failure to have filed, or any delay in filing, financing statements, financing statement amendments, continuation statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to any Pool Receivable or the Related Rights;

(g) any suit or claim related to the Pool Receivables originated by such Originator (including any products liability or environmental liability claim arising out of or in connection with the property, products or services that are the subject of any Pool Receivable originated by such Originator);

(h) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Pool Receivable (including a defense based on such Pool Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from or relating to collection activities with respect to such Pool Receivable or any other claim resulting from the sale of goods or the rendering of services related to such Pool Receivable or the furnishing or failure to furnish any such goods or services or other similar claim or defense not arising from the financial inability of any Obligor to pay undisputed indebtedness;

(i) the commingling of Collections of Pool Receivables at any time with other funds;

(j) the failure or delay to provide any Obligor with an invoice or other evidence of indebtedness;

(k) any failure of such Originator to perform any of its duties or obligations in accordance with the provisions hereof and of each other Transaction Document related to Pool Receivables, or of such Originator to timely and fully comply with the Credit and Collection Policy in regard to each Pool Receivable;

(l) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or in respect of any Pool Receivable or any Related Rights;

(m) any claim brought by any Person other than a Purchase and Sale Indemnified Party arising from any activity by such Originator or any Affiliate in servicing, administering or collecting any Pool Receivable; or

(n) the failure by such Originator to pay when due any material taxes, including, without limitation, material sales, excise or personal property taxes. provided that such indemnity shall not be available to any Purchase and Contribution Indemnified Party to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction in a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of a Purchase and Contribution Indemnified Party or (y) constitute recourse with respect to a Pool Receivable by reason of the bankruptcy, insolvency, lack of creditworthiness or other financial or credit condition of financial inability to pay, of the related Obligor.

ARTICLE X MISCELLANEOUS

SECTION 10.1 Amendments, etc.

(a) The provisions of this Agreement may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and executed by the Company and the Originators, with the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld.

(b) No failure or delay on the part of the Company, the Servicer, any Originator or any third party beneficiary in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Company, the Servicer or any Originator in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval by the Company or the Servicer under this Agreement shall, except as may otherwise be stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval under this Agreement shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder.

(c) The Transaction Documents contain a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter thereof and shall constitute the

entire agreement among the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings.

SECTION 10.2 Notices, etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile and email communication) and shall be delivered or sent by facsimile, email, or by overnight mail, to the intended party at the mailing or email address or facsimile number of such party set forth under its name on the signature pages hereof or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto or in the case of the Administrative Agent at its address for notices pursuant to the Receivables Purchase Agreement. All such notices and communications shall be effective (i) if delivered by overnight mail, when received, and (ii) if transmitted by facsimile or email, when sent, receipt confirmed by telephone or electronic means.

SECTION 10.3 No Waiver; Cumulative Remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. Without limiting the foregoing, each Originator hereby authorizes the Company and the Administrative Agent (collectively, the "Set-Off Parties"), at any time and from time to time, to the fullest extent permitted by law, to set off, against any obligations of such Originator to such Set-Off Party arising in connection with the Transaction Documents (including, without limitation, amounts payable pursuant to Section 9.1) that are then due and payable or that are not then due and payable but have accrued, any and all deposits (general or special, time or demand, provisional or final) at any time held by, and any and all indebtedness at any time owing by any Set-Off Party to or for the credit or the account of such Originator.

SECTION 10.4 Binding Effect; Assignability. This Agreement shall be binding upon and inure to the benefit of the Company and each Originator and their respective successors and permitted assigns. No Originator may assign any of its rights hereunder or any interest herein without the prior written consent of the Company and the Administrative Agent except as otherwise herein specifically provided. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until such time as the parties hereto shall agree. The rights and remedies with respect to any breach of any representation and warranty made by any Originator pursuant to Article V and the indemnification and payment provisions of Article IX and Section 10.6 shall be continuing and shall survive any termination of this Agreement.

SECTION 10.5 Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICTS OR LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) EXCEPT TO THE EXTENT THAT THE PERFECTION OF A SECURITY INTEREST OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 10.6 Costs, Expenses and Taxes. In addition to the obligations of the Originators under Article IX, each Originator agrees to pay on demand:

(a) to the Company (and any successor and permitted assigns thereof) and any third-party beneficiary of the Company's rights hereunder all reasonable and documented out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery and administration of this Agreement (together with all amendments, restatements, supplements, consents and waivers, if any, from time to time hereto), including, without limitation, (i) the reasonable and documented Attorney Costs for the Company (and any successor and permitted assigns thereof) and any third-party beneficiary of the Company's rights hereunder with respect thereto and with respect to advising any such Person as to their rights and remedies under this Agreement and the other Transaction Documents and (ii) subject to Section 6.1(e), reasonable and documented accountants', auditors' and consultants' fees and expenses for the Company (and any successor and permitted assigns thereof) and any third-party beneficiary of the Company's rights hereunder incurred in connection with the administration and maintenance of this Agreement or advising any such Person as to their rights and remedies under this Agreement or as to any actual or reasonably claimed breach of this Agreement or any other Transaction Document;

(b) to the Company (and any successor and permitted assigns thereof) and any third-party beneficiary of the Company's rights hereunder all reasonable and documented out-of-pocket costs and expenses incurred by such Person in connection with the enforcement of any of their respective rights or remedies under the provisions of this Agreement and the other Transaction Documents; and

(c) all stamp, filing, recording and other similar taxes and fees payable in connection with the execution, delivery, filing and recording of this Agreement or the other Transaction Documents to be delivered hereunder, and agrees to indemnify each Purchase and Sale Indemnified Party against any liabilities with respect to or resulting from any delay in paying or omitting to pay such taxes and fees.

SECTION 10.7 SUBMISSION TO JURISDICTION.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, AND TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION THEN TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 10.7 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST ANY ORIGINATOR OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND

MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH PARTY HERETO CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED HEREIN. NOTHING IN THIS SECTION 10.7 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 10.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 10.9 Captions and Cross References; Incorporation by Reference. The various captions (including, without limitation, the table of contents) in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to any underscored Article, Section, Schedule or Exhibit are to such Article, Section, Schedule or Exhibit of this Agreement, as the case may be. The Schedules and Exhibits hereto are hereby incorporated by reference into and made a part of this Agreement.

SECTION 10.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words “execution”, “executed”, “signed”, “signature”, and words of like import in this Agreement and the other Transaction Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 10.11 Acknowledgment and Agreement. By execution below, each Originator expressly acknowledges and agrees that all of the Company’s rights, title, and interests in, to, and under this Agreement (but not its obligations), shall be assigned by the Company to the Administrative Agent (for the benefit of the Purchasers) pursuant to the Receivables Purchase Agreement, and such Originator consents to such assignment. Each of the parties hereto acknowledges and agrees that the Purchasers and the Administrative Agent are third party beneficiaries of the rights of the Company arising hereunder and under the other Transaction Documents to which such Originator is a party, and notwithstanding anything to the contrary contained herein or in any other Transaction Document, during the occurrence and continuation of

an Event of Termination under the Receivables Purchase Agreement, the Administrative Agent, and not the Company, shall have the sole right to exercise all such rights and related remedies.

SECTION 10.12 No Proceeding. Each Originator hereby agrees that it will not institute, or join any other Person in instituting, against the Company any Insolvency Proceeding so long as any obligations of the Company pursuant to the Receivables Purchase Agreement or any other Transaction Document remains outstanding and for at least one year and one day following the day on which such obligations are paid in full. Each Originator further agrees that notwithstanding any provisions contained in this Agreement to the contrary, the Company shall not, and shall not be obligated to, pay any amount in respect of any Subordinated Note or otherwise to such Originator pursuant to this Agreement unless the Company has received funds which may, subject to Section 1.4 of the Receivables Purchase Agreement, be used to make such payment. Any amount which the Company does not pay pursuant to the operation of the preceding sentence shall not constitute a claim (as defined in §101 of the Bankruptcy Code) against or corporate obligation of the Company by such Originator for any such insufficiency unless and until the provisions of the foregoing sentence are satisfied. The agreements in this Section 10.12 shall survive any termination of this Agreement.

SECTION 10.13 Limited Recourse. Except as explicitly set forth herein, the obligations of the Company under this Agreement or any other Transaction Documents to which it is a party are solely the obligations of the Company. No recourse under any Transaction Document shall be had against, and no liability shall attach to, any officer, employee, director, or beneficiary, whether directly or indirectly, of the Company. The agreements in this Section 10.13 shall survive any termination of this Agreement.

SECTION 10.14 Severability. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

[SIGNATURE PAGES FOLLOW]

Schedule I

JURISDICTION OF ORGANIZATION OF THE ORIGINATORS

<u>Originator</u>	<u>State of Organization</u>
Cyxtera Communications, LLC	Missouri
Cyxtera Federal Group, Inc.	Delaware

Schedule II

LOCATION OF BOOKS AND RECORDS OF THE ORIGINATORS

<u>Originator</u>	<u>Location of Books and Records</u>
Cyxtera Communications, LLC	2333 Ponce De Leon Blvd, Suite 900, Coral Gables, FL 33134
Cyxtera Federal Group, Inc.	2333 Ponce De Leon Blvd, Suite 900, Coral Gables, FL 33134

Schedule III

TRADE/FORMER NAMES

<u>Legal Names</u>	<u>Trade Names</u>	<u>Changes in Name</u>
Cyxtera Communications, LLC	N/A	f/k/a Savvis Communications, LLC
Cyxtera Federal Group, Inc.	N/A	N/A

Schedule IV

ACTIONS/SUITS

None.

Exhibit A

FORM OF PURCHASE REPORT

Originator: [_____]

Company: [_____]

Purchase Report Date: _____

1. Outstanding Balance of Receivables Purchased: \$_____
2. Fair Market Value Discount:
3. Purchase Price (1 x 2) = \$_____
4. Reductions in the Purchase Price = \$_____
5. Net Purchase Price (3-4) = \$_____

Exhibit A-1

Exhibit B

FORM OF SUBORDINATED NOTE

New York, New York
August 31, 2022

FOR VALUE RECEIVED, the undersigned, Cyxtera Receivables Holdings, LLC, a Delaware limited liability company (the “Company”), promises to pay to [_____], a [_____] (the “Originator”), on the terms and subject to the conditions set forth herein and in the Purchase and Sale Agreement referred to below, the aggregate unpaid Purchase Price of all Receivables purchased by the Company from the Originator pursuant to such Purchase and Sale Agreement, as such unpaid Purchase Price is shown in the records of the Servicer.

1. Purchase and Sale Agreement. This Subordinated Note is the Subordinated Note described in, and is subject to the terms and conditions set forth in, that certain Amended and Restated Purchase and Sale Agreement dated as of June [●], 2023 (as the same may be amended, supplemented, restated or otherwise modified in accordance with its terms, the “Purchase and Sale Agreement”), between the Company and the Originators named therein. Reference is hereby made to the Purchase and Sale Agreement for a statement of certain other rights and obligations of the Company and the Originator.

2. Definitions. Capitalized terms used (but not defined) herein have the meanings assigned thereto in the Purchase and Sale Agreement and in Section 1.01 of the Receivables Purchase Agreement (as defined in the Purchase and Sale Agreement). In addition, as used herein, the following terms have the following meanings:

“Bankruptcy Proceedings” has the meaning set forth in clause (b) of paragraph 8 hereof.

“Final Maturity Date” means the Payment Date immediately following the date that falls one year and one day after the Final Payout Date.

“Interest Period” means the period from and including a Settlement Date (or, in the case of the first Interest Period, the date hereof) to but excluding the next Settlement Date.

“Senior Interests” means, collectively, (i) all accrued Yield on the Capital, (ii) the fees referred to in Section 2.03 of the Receivables Purchase Agreement, (iii) all amounts payable pursuant to Sections 5.01 or 14.04 of the Receivables Purchase Agreement, (iv) the Capital and (v) all other obligations of the Company and the Servicer that are due and payable, to (a) the Purchasers, the Administrative Agent and their respective successors, permitted transferees and assigns arising in connection with the Transaction Documents and (b) any Seller Indemnified Party or Affected Person arising in connection with the Receivables Purchase Agreement, in each case, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, together with any and all interest and Yield accruing on any such amount after the commencement of any Bankruptcy Proceedings, notwithstanding any provision or rule of law that might restrict the rights of any Senior Interest Holder, as against the Company or anyone else, to collect such interest.

Exhibit B-1

“Senior Interest Holders” means, collectively, the Purchasers, the Administrative Agent, and the Seller Indemnified Parties and Affected Persons.

“Subordination Provisions” means, collectively, clauses (a) through (o) of paragraph 8 hereof.

3. Interest. Subject to the Subordination Provisions set forth below, the Company promises to pay interest on the principal amount of this Subordinated Note from time to time outstanding during any Interest Period at a rate per annum equal to SOFR plus 2.00%. Interest accrued hereunder shall be computed for the actual number of days elapsed on the basis of a 365- or 366-day year, as the case may be.

4. Interest Payment Dates. Subject to the Subordination Provisions set forth below, the Company shall pay accrued interest on this Subordinated Note on each Settlement Date, and shall pay accrued interest on the amount of each principal payment made in cash on a date other than a Settlement Date at the time of such principal payment.

5. Principal Payment Dates. Subject to the Subordination Provisions set forth below, payments of the principal amount of this Subordinated Note shall be made as follows:

(a) The principal amount of this Subordinated Note shall be reduced by an amount equal to each payment deemed made pursuant to Section 3.3 of the Purchase and Sale Agreement; and

(b) The entire principal amount of this Subordinated Note shall be paid on the Final Maturity Date.

Subject to the Subordination Provisions set forth below, the principal amount of and accrued interest on this Subordinated Note may be prepaid by, and in the sole discretion of the Company, on any Business Day without premium or penalty.

6. Payment Mechanics. All payments of principal and interest hereunder are to be made in lawful currency of the United States of America in the manner specified in Article III of the Purchase and Sale Agreement.

7. Enforcement Expenses. In addition to and not in limitation of the foregoing, but subject to the Subordination Provisions set forth below and to any limitation imposed by applicable law, the Company agrees to pay all expenses, including reasonable and documented attorneys’ fees and legal expenses, incurred by the Originator in seeking to collect any amounts payable hereunder which are not paid when due.

8. Subordination Provisions. The Company covenants and agrees, and the Originator and any other holder of this Subordinated Note (collectively, the Originator and any such other holder are called the “Holder”), by its acceptance of this Subordinated Note, likewise covenants and agrees on behalf of itself and any Holder, that the payment of the principal amount of and interest on this Subordinated Note is hereby expressly subordinated in right of payment to the payment and performance of the Senior Interests to the extent and in the manner set forth in the following clauses of this paragraph 8:

Exhibit B-2

(a) No payment or other distribution of the Company's assets of any kind or character, whether in cash, securities, or other rights or property, shall be made on account of this Subordinated Note except to the extent such payment or other distribution is (i) permitted under Section 8.01(r) of the Receivables Purchase Agreement or (ii) made pursuant to paragraph 5 of this Subordinated Note;

(b) In the event of any dissolution, winding up, liquidation, readjustment, reorganization or other similar event relating to the Company, whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership proceedings, or upon an assignment for the benefit of creditors, or any other marshalling of the assets and liabilities of the Company or any sale of all or substantially all of the assets of the Company other than as permitted by the Purchase and Sale Agreement (such proceedings being herein collectively called "Bankruptcy Proceedings"), the Senior Interests shall first be paid and performed in full and in cash before the Originator shall be entitled to receive and to retain any payment or distribution in respect of this Subordinated Note. In order to implement the foregoing: (i) all payments and distributions of any kind or character in respect of this Subordinated Note to which the Holder would be entitled except for this clause (b) shall be made directly to the Administrative Agent (for the benefit of the Senior Interest Holders); (ii) the Holder shall promptly file a claim or claims, in the form required in any Bankruptcy Proceedings, for the full outstanding amount of this Subordinated Note, and shall use commercially reasonable efforts to cause said claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to the Administrative Agent (for the benefit of the Senior Interest Holders) until the Senior Interests shall have been paid and performed in full and in cash; and (iii) the Holder hereby irrevocably agrees that the Administrative Agent (acting on behalf of the Purchasers), in the name of the Holder or otherwise, demand, sue for, collect, receive and receipt for any and all such payments or distributions, and file, prove and vote or consent in any such Bankruptcy Proceedings with respect to any and all claims of the Holder relating to this Subordinated Note, in each case until the Senior Interests shall have been paid and performed in full and in cash;

(c) In the event that the Holder receives any payment or other distribution of any kind or character from the Company or from any other source whatsoever, in respect of this Subordinated Note, other than as expressly permitted by the terms of this Subordinated Note, such payment or other distribution shall be received in trust for the Senior Interest Holders and shall be turned over by the Holder to the Administrative Agent (for the benefit of the Senior Interest Holders) forthwith. The Holder will mark its books and records so as clearly to indicate that this Subordinated Note is subordinated in accordance with the terms hereof. All payments and distributions received by the Administrative Agent in respect of this Subordinated Note, to the extent received in or converted into cash, may be applied by the Administrative Agent (for the benefit of the Senior Interest Holders) first to the payment of any and all expenses (including reasonable and documented attorneys' fees and legal expenses) paid or incurred by the Senior Interest Holders in enforcing these Subordination Provisions, or in endeavoring to collect or realize upon this Subordinated Note, and any balance thereof shall, solely as between the Originator and the Senior Interest Holders, be applied by the Administrative Agent (in the order of application set forth in Section 4.01(a) of the Receivables Purchase Agreement)

toward the payment of the Senior Interests; but as between the Company and its creditors, no such payments or distributions of any kind or character shall be deemed to be payments or distributions in respect of the Senior Interests;

(d) Notwithstanding any payments or distributions received by the Senior Interest Holders in respect of this Subordinated Note, while any Bankruptcy Proceedings are pending the Holder shall not be subrogated to the then existing rights of the Senior Interest Holders in respect of the Senior Interests until the Senior Interests have been paid and performed in full and in cash. If no Bankruptcy Proceedings are pending, the Holder shall only be entitled to exercise any subrogation rights that it may acquire (by reason of a payment or distribution to the Senior Interest Holders in respect of this Subordinated Note) to the extent that any payment arising out of the exercise of such rights would be permitted under Section 8.01(r) of the Receivables Purchase Agreement;

(e) These Subordination Provisions are intended solely for the purpose of defining the relative rights of the Holder, on the one hand, and the Senior Interest Holders on the other hand. Nothing contained in these Subordination Provisions or elsewhere in this Subordinated Note is intended to or shall impair, as between the Company, its creditors (other than the Senior Interest Holders) and the Holder, the Company's obligation, which is unconditional and absolute, to pay the Holder the principal of and interest on this Subordinated Note as and when the same shall become due and payable in accordance with the terms hereof or to affect the relative rights of the Holder and creditors of the Company (other than the Senior Interest Holders);

(f) The Holder shall not, until the Senior Interests have been paid and performed in full and in cash, (i) cancel, waive, forgive, or commence legal proceedings to enforce or collect, or subordinate to any obligation of the Company, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due, other than the Senior Interests, this Subordinated Note or any rights in respect hereof or (ii) convert this Subordinated Note into an equity interest in the Company, unless the Holder shall, in either case, have received the prior written consent of the Administrative Agent;

(g) The Holder shall not, without the prior written consent of the Administrative Agent and the Majority Purchasers, commence, or join with any other Person in commencing, any Bankruptcy Proceedings with respect to the Company until at least one year and one day shall have passed since the Senior Interests shall have been paid and performed in full and in cash;

(h) If, at any time, any payment (in whole or in part) of any Senior Interest is rescinded or must be restored or returned by a Senior Interest Holder (whether in connection with Bankruptcy Proceedings or otherwise), these Subordination Provisions shall continue to be effective or shall be reinstated, as the case may be, as though such payment had not been made;

(i) Each of the Senior Interest Holders may, from time to time, at its sole discretion, without notice to the Holder, and without waiving any of its rights under these

Subordination Provisions, take any or all of the following actions: (i) retain or obtain an interest in any property to secure any of the Senior Interests; (ii) retain or obtain the primary or secondary obligations of any other obligor or obligors with respect to any of the Senior Interests; (iii) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Senior Interests, or release or compromise any obligation of any nature with respect to any of the Senior Interests; (iv) amend, supplement, restate, or otherwise modify any Transaction Document; and (v) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of any rights or property securing any of the Senior Interests, or extend or renew for one or more periods (whether or not longer than the original period), or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such rights or property;

(j) The Holder hereby waives: (i) notice of acceptance of these Subordination Provisions by any of the Senior Interest Holders; (ii) notice of the existence, creation, non-payment or non-performance of all or any of the Senior Interests; and (iii) all diligence in enforcement, collection or protection of, or realization upon, the Senior Interests, or any thereof, or any security therefor;

(k) Each of the Senior Interest Holders may, from time to time, on the terms and subject to the conditions set forth in the Transaction Documents to which such Persons are party, but without notice to the Holder, assign or transfer any or all of the Senior Interests, or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Interests shall be and remain Senior Interests for the purposes of these Subordination Provisions, and every immediate and successive assignee or transferee of any of the Senior Interests or of any interest of such assignee or transferee in the Senior Interests shall be entitled to the benefits of these Subordination Provisions to the same extent as if such assignee or transferee were the assignor or transferor; and

(l) These Subordination Provisions constitute a continuing offer from the Holder to all Persons who become the holders of, or who continue to hold, Senior Interests; and these Subordination Provisions are made for the benefit of the Senior Interest Holders, and the Administrative Agent may proceed to enforce such provisions on behalf of each of such Persons.

9. General. No failure or delay on the part of the Originator in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No amendment, modification or waiver of, or consent with respect to, any provision of this Subordinated Note shall in any event be effective unless (i) the same shall be in writing and signed and delivered by the Company and the Holder and (ii) all consents required for such actions under the Transaction Documents shall have been received by the appropriate Persons.

10. Maximum Interest. Notwithstanding anything in this Subordinated Note to the contrary, the Company shall never be required to pay unearned interest on any amount outstanding hereunder and shall never be required to pay interest on the principal amount outstanding

hereunder at a rate in excess of the maximum nonusurious interest rate that may be contracted for, charged or received under applicable federal or state law (such maximum rate being herein called the "Highest Lawful Rate"). If the effective rate of interest which would otherwise be payable under this Subordinated Note would exceed the Highest Lawful Rate, or if the holder of this Subordinated Note shall receive any unearned interest or shall receive monies that are deemed to constitute interest which would increase the effective rate of interest payable by the Company under this Subordinated Note to a rate in excess of the Highest Lawful Rate, then (i) the amount of interest which would otherwise be payable by the Company under this Subordinated Note shall be reduced to the amount allowed by applicable law, and (ii) any unearned interest paid by the Company or any interest paid by the Company in excess of the Highest Lawful Rate shall be refunded to the Company. Without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received by the Originator under this Subordinated Note that are made for the purpose of determining whether such rate exceeds the Highest Lawful Rate applicable to the Originator (such Highest Lawful Rate being herein called the "Originator's Maximum Permissible Rate") shall be made, to the extent permitted by usury laws applicable to the Originator (now or hereafter enacted), by amortizing, prorating and spreading in equal parts during the actual period during which any amount has been outstanding hereunder all interest at any time contracted for, charged or received by the Originator in connection herewith. If at any time and from time to time (i) the amount of interest payable to the Originator on any date shall be computed at the Originator's Maximum Permissible Rate pursuant to the provisions of the foregoing sentence and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to the Originator would be less than the amount of interest payable to the Originator computed at the Originator's Maximum Permissible Rate, then the amount of interest payable to the Originator in respect of such subsequent interest computation period shall continue to be computed at the Originator's Maximum Permissible Rate until the total amount of interest payable to the Originator shall equal the total amount of interest which would have been payable to the Originator if the total amount of interest had been computed without giving effect to the provisions of the foregoing sentence.

11. This Subordinated Note shall be subject to the borrowing limitations set forth in Section 3.2 of the Purchase and Sale Agreement.

12. **Governing Law. THIS SUBORDINATED NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK).**

13. Captions. Paragraph captions used in this Subordinated Note are for convenience only and shall not affect the meaning or interpretation of any provision of this Subordinated Note.

14. Third Party Beneficiary. The Company agrees that the Administrative Agent, for the benefit of the Senior Interest Holders, is a third party beneficiary of this Subordinated Note.

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Exhibit C

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of, 20 (this “Agreement”) is executed by _____, a **[corporation][limited liability company]** organized under the laws of _____ (the “Additional Originator”), with its principal place of business located at
BACKGROUND:

A. Cyxtera Receivables Holdings, LLC, a Delaware limited liability company (the “Company”) and the various entities from time to time party thereto, as Originators (collectively, the “Originators”), have entered into that certain Amended and Restated Purchase and Sale Agreement, dated as of June [●], 2023 (as amended, restated, supplemented or otherwise modified through the date hereof, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Purchase and Sale Agreement”).

B. The Additional Originator desires to become an Originator pursuant to Section 4.3 of the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Originator hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Purchase and Sale Agreement or in Section 1.01 of the Receivables Purchase Agreement (as defined in the Purchase and Sale Agreement).

SECTION 2. Transaction Documents. The Additional Originator hereby agrees that it shall be bound by all of the terms, conditions and provisions of, and shall be deemed to be a party to (as if it were an original signatory to), the Purchase and Sale Agreement and each of the other relevant Transaction Documents. From and after the later of the date hereof and the date that the Additional Originator has complied with all of the requirements of Section 4.3 of the Purchase and Sale Agreement, the Additional Originator shall be an Originator for all purposes of the Purchase and Sale Agreement and all other Transaction Documents. The Additional Originator hereby acknowledges that it has received copies of the Purchase and Sale Agreement and the other Transaction Documents.

Exhibit C-1

SECTION 3. Representations and Warranties. The Additional Originator hereby makes all of the representations and warranties set forth in Article V (to the extent applicable) of the Purchase and Sale Agreement as of the date hereof (unless such representations or warranties relate to an earlier date, in which case as of such earlier date), as if such representations and warranties were fully set forth herein. The Additional Originator hereby represents and warrants that its location (as defined in the UCC) is [_____], and the offices where the Additional Originator keeps all of its records and Related Security are as follows:

SECTION 4. Miscellaneous. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF). THIS AGREEMENT IS EXECUTED BY THE ADDITIONAL ORIGINATOR FOR THE BENEFIT OF THE COMPANY, AND ITS ASSIGNS, AND EACH OF THE FOREGOING PARTIES MAY RELY HEREON. THIS AGREEMENT SHALL BE BINDING UPON, AND SHALL INURE TO THE BENEFIT OF, THE ADDITIONAL ORIGINATOR AND ITS SUCCESSORS AND PERMITTED ASSIGNS.

[Signature Pages Follow]

EXHIBIT C

Receivables Purchase Agreement

AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as June [●], 2023

by and among

CYXTERA RECEIVABLES HOLDINGS, LLC,
as Seller,

THE PERSONS FROM TIME TO TIME PARTY HERETO,
as Purchasers,

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent,

CYXTERA COMMUNICATIONS, LLC, a debtor and
debtor-in-possession under chapter 11 of the
Bankruptcy Code, as initial Servicer,

and

PNC CAPITAL MARKETS LLC,
as Structuring Agent

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This AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of June [●], 2023 by and among the following parties:

- (i) CYXTERA RECEIVABLES HOLDINGS, LLC, a Delaware limited liability company, as Seller (together with its successors and assigns, the “Seller”);
- (ii) the Persons from time to time party hereto as purchasers (each, a “Purchaser” and collectively, the “Purchasers”);
- (iii) PNC BANK, NATIONAL ASSOCIATION (“PNC”), as Administrative Agent;
- (v) CYXTERA COMMUNICATIONS, LLC, a Missouri limited liability company and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, in its individual capacity (“Cyxtera Communications”) and as initial Servicer (in such capacity, together with its successors and assigns in such capacity, the “Servicer”); and
- (vi) PNC CAPITAL MARKETS LLC, a Pennsylvania limited liability company, as Structuring Agent.

PRELIMINARY STATEMENTS

This Agreement amends and restates in its entirety, as of the Restatement Date (as defined below), the Receivables Purchase Agreement, dated as of August 31, 2022 (as amended, restated, supplemented or otherwise modified prior to the Restatement Date, the “Prior Agreement”), among each of the parties hereto. Upon the effectiveness of this Agreement, the terms and provisions of the Prior Agreement shall, subject to this paragraph, be superseded and replaced by the terms and provisions of this Agreement in their entirety. Notwithstanding the amendment and restatement of the Prior Agreement by this Agreement, (i) the Seller and Servicer shall continue to be liable to PNC and any other Seller Indemnified Party, Servicer Indemnified Party or Affected Person (as such terms are defined in the Prior Agreement) for all Seller Obligations (as such term is defined in the Prior Agreement), fees and expenses which are accrued and unpaid under the Prior Agreement on the Restatement Date (collectively, the “Prior Agreement Outstanding Amounts”) and all agreements to indemnify and pay any costs to such parties in connection with events or conditions arising or existing prior to the Restatement Date, and nothing contained in this amendment and restatement shall constitute payment of, or impair or limit cancel or extinguish, or constitute a novation in respect of, any of the Prior Agreement Outstanding Amounts or such other obligations, liabilities or indemnifications evidenced by or arising under the Prior Agreement and all such Prior Agreement Outstanding Amounts and such other obligations, liabilities or indemnifications shall constitute Seller Obligations under this Agreement and (ii) the undivided percentage ownership interests and the liens and security interests created under the Prior Agreement shall not in any manner be impaired, limited or terminated and shall remain in full force and effect as security for the Prior Agreement Outstanding Amounts and all other Seller Obligations. Upon the effectiveness of this Agreement, each reference to the Prior Agreement in any other document, instrument or agreement shall mean and be a reference to this Agreement. Nothing contained herein, unless expressly herein stated to the contrary, is intended to amend,

modify or otherwise affect any other instrument, document or agreement executed and/or delivered in connection with the Prior Agreement.

The Seller has acquired, and will acquire from time to time, Receivables from the Originator(s) pursuant to the Purchase and Sale Agreement. The Seller desires to sell certain of the Receivables to the Purchasers and, in connection therewith, has requested that the Purchasers make Investments from time to time, on the terms, and subject to the conditions set forth herein.

In consideration of the mutual agreements, provisions and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Account Control Agreement” means each agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Seller, the Servicer (if applicable), the Administrative Agent and a Collection Account Bank, governing the terms of the related Collection Accounts, that (i) provides the Administrative Agent with control within the meaning of the UCC over the deposit accounts subject to such agreement and (ii) by its terms, may not be terminated or canceled by the related Collection Account Bank without the written consent of the Administrative Agent or upon no less than thirty (30) days prior written notice to the Administrative Agent.

“Administrative Agent” means PNC, in its capacity as contractual representative for the Purchaser Parties, and any successor thereto in such capacity appointed pursuant to Article XI or Section 14.03(g).

“Adverse Claim” means any ownership interest or claim, mortgage, deed of trust, pledge, lien, security interest, hypothecation, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including, but not limited to, any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing); provided that (i) any lien in favor of, or assigned to, the Administrative Agent (for the benefit of the Secured Parties), (ii) any bankers’ liens, rights of setoff and other similar Liens existing solely with respect to cash on deposit in a Collection Account to the extent such Liens are not terminated pursuant to an Account Control Agreement or (iii) any Lien for Taxes (x) not yet due and payable or (y) if the obligations with respect to such Taxes are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained in accordance with GAAP shall not constitute an Adverse Claim.

“Advisors” has the meaning set forth in Section 14.06(c).

“Affected Person” means each Purchaser Party and each of their respective Affiliates.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For purposes of this definition, control of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal of the management, of such Person, whether through the ability to exercise voting power, by contract or otherwise.

“Aggregate Capital” means, at any time of determination, the aggregate outstanding Capital of all Purchasers at such time.

“Aggregate Yield” means, at any time of determination, the aggregate accrued and unpaid Yield on the aggregate outstanding Capital of all Purchasers at such time.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any other similar anti-corruption Laws or regulations administered or enforced in any jurisdiction in which Cyxtera or any of its Subsidiaries conduct business.

“Anti-Terrorism Law” means any Applicable Law in force or hereinafter enacted related to terrorism, money laundering, or economic sanctions, including Executive Order No. 13224, the USA PATRIOT Act, the International Emergency Economic Powers Act, 50 U.S.C. 1701, et. seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et. seq., 18 U.S.C. § 2332d, and 18 U.S.C. § 2339B, and any regulations or directives promulgated under these provisions.

“Applicable Law” means, with respect to any Person, (x) all provisions of law, statute, treaty, constitution, ordinance, rule, regulation, ordinance, requirement, restriction, permit, executive order, certificate, decision, directive or order of any Governmental Authority applicable to such Person or any of its property and (y) all judgments, injunctions, orders, writs, decrees and awards of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its property is bound.

“Assignment and Acceptance Agreement” means an assignment and acceptance agreement entered into by a Purchaser, an Eligible Assignee and the Administrative Agent, and, if required, the Seller, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Exhibit C hereto.

“Assumption Agreement” has the meaning set forth in Section 14.03(i).

“Attorney Costs” means and includes all fees, costs, expenses and disbursements of any law firm or other external counsel and all disbursements of internal counsel.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.

“Bankruptcy Court” means the United States Bankruptcy Court for District of New Jersey or such other court as shall have jurisdiction over the Chapter 11 Cases.

“Base Rate” means, for any day and any Purchaser, a fluctuating interest rate per annum as shall be in effect from time to time, which rate shall be at all times equal to the greatest of:

(a) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent or its Affiliate as its “reference rate” or “prime rate”, as applicable. Such “reference rate” or “prime rate” is set by the Administrative Agent or its Affiliate based upon various factors, including such Person’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate, and is not necessarily the lowest rate charged to any customer;

(b) 0.50% per annum above the Overnight Bank Funding Rate in effect on such day; and

(c) 1.00% above per annum above Daily 1M SOFR plus the SOFR Adjustment in effect on such day, provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero.

“Beneficial Owner” means, for the Seller, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of the Seller’s Capital Stock; and (b) a single individual with significant responsibility to control, manage or direct the Seller.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Breakage Fee” means (i) for any Yield Period for which Yield is computed by reference to Daily 1M SOFR or the Term SOFR Rate and a reduction of Capital is made for any reason on any day other than the last date of the related Yield Period or (ii) to the extent that the Seller shall for any reason, fail to borrow on the date specified by the Seller in connection with any request for funding pursuant to Article II of this Agreement, the amount, if any, by which (A) the additional Yield (calculated without taking into account any Breakage Fee or any shortened duration of such Yield Period pursuant to the definition thereof) which would have accrued during such Yield Period on the reductions of Capital relating to such Yield Period had such reductions not been made (or, in the case of clause (ii) above, on the amounts so failed to be borrowed or accepted in connection with any such request for funding by the Seller), exceeds (B) the income, if any, received by the applicable Purchaser from the investment of the proceeds of such reductions of Capital (or such amounts failed to be borrowed by the Seller). A certificate as to the amount of any Breakage Fee (including the computation of such amount) shall be submitted by the affected Purchaser (or the Administrative Agent on its behalf) to the Seller and shall be conclusive and binding for all purposes, absent manifest error.

“Business Day” means any day (other than a Saturday or Sunday) on which banks are not authorized or required to close in Pittsburgh, Pennsylvania or New York City, New York; provided that, when used in connection with an amount that accrues Yield at a rate based on SOFR or any direct or indirect calculation or determination of SOFR, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“CAD” means the lawful money of Canada.

“Calculation Period” means each period beginning on the second day of a calendar month and ending on the first day of the succeeding calendar month.

“Capital” means, with respect to any Purchaser, the aggregate amounts paid to, or on behalf of, the Seller in connection with all Investments made by such Purchaser pursuant to Article II, as reduced from time to time by Collections distributed and applied on account of reducing, returning or repaying such Capital pursuant to Section 2.02(d) or 4.01; provided, that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution as though it had not been made.

“Capital Coverage Amount” means, at any time of determination, the amount equal to (a) the Net Receivables Pool Balance at such time, minus (b) the Total Reserves at such time.

“Capital Coverage Deficit” means, at any time of determination, the amount, if any, by which (a) the Aggregate Capital at such time, exceeds (b) the Capital Coverage Amount at such time.

“Capital Stock” means, with respect to any Person, any and all common shares, preferred shares, interests, participations, rights in or other equivalents (however designated) of such Person’s capital stock, partnership interests, limited liability company interests, membership interests or other equivalent interests and any rights (other than debt securities convertible into or exchangeable for capital stock), warrants or options exchangeable for or convertible into such capital stock or other equity interests.

“Cash Collateral Account” means one or more deposit accounts at any time designated as a Cash Collateral Account by the Administrative Agent. As of May 17, 2023, the sole Cash Collateral Account is that certain deposit account with account number ending in 0354, maintained by the Seller with PNC and which is subject to that certain Deposit Account Control Agreement (Hard Agreement), dated as of May 17, 2023, among the Seller, the Administrative Agent and PNC.

“Certificate of Beneficial Ownership” means, for the Seller, a certificate in form and substance reasonably acceptable to the Administrative Agent (as amended or modified by the Administrative Agent from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Seller.

“Change in Control” means the occurrence of any of the following:

(a) Cyxtera Communications ceases to own, directly, 100% of the issued and outstanding Capital Stock and all other equity interests of the Seller free and clear of all Adverse Claims;

(b) (i) Cyxtera ceases to own, directly or indirectly, 100% of the issued and outstanding Capital Stock, membership interests or other equity interests of any Originator free and clear of all Adverse Claims or (ii) any Cyxtera Party shall directly or indirectly

sell, transfer, assign, convey or lease whether in one or a series of transactions, all or substantially all of its assets;

(c) any Subordinated Note shall at any time cease to be owned by an Originator, free and clear of all Adverse Claims; or

(d) the occurrence of a Cyxtera Change of Control or a “change in control” (or similar event, however defined) under any Credit Agreement or DIP Facility, solely as it relates to any Cyxtera Party.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (w) the final rule titled *Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modifications to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues*, adopted by the United States bank regulatory agencies on December 15, 2009, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to the agreements reached by the Basel Committee on Banking Supervision in “Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems” (as amended, supplemented or otherwise modified or replaced from time to time), shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” means the Chapter 11 cases of Cyxtera and certain of its Subsidiaries jointly administered under the same case number in the Bankruptcy Court.

“Closing Date” means August 31, 2022.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

“Collection Account” means each account listed on Schedule II to this Agreement (as such schedule may be modified from time to time in connection with the closing or opening of any Collection Account in accordance with the terms hereof) (in each case, in the name of the Seller) and maintained at a bank or other financial institution acting as a Collection Account Bank pursuant to an Account Control Agreement for the purpose of receiving Collections.

“Collection Account Bank” means any of the banks or other financial institutions holding one or more Collection Accounts.

“Collections” means, with respect to any Pool Receivable: (a) all funds that are received by any Originator, the Seller, the Servicer or any other Person on their behalf in payment of any

amounts owed in respect of such Pool Receivable (including purchase price, service charges, finance charges, interest, fees and all other charges), or applied to amounts owed in respect of such Pool Receivable (including insurance payments, proceeds of drawings under supporting letters of credit and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Obligor or any other Person directly or indirectly liable for the payment of such Pool Receivable and available to be applied thereon), (b) all Deemed Collections, (c) all proceeds of all Related Security with respect to such Pool Receivable and (d) all other proceeds of such Pool Receivable.

“Commitment” means, with respect to any Purchaser, the maximum aggregate amount of Capital which such Person is obligated to pay hereunder on account of all Investments, on a combined basis, as set forth on Schedule I or in the Assumption Agreement or other agreement pursuant to which it became a Purchaser, as such amount may be modified in connection with any subsequent assignment pursuant to Section 14.03 or in connection with a reduction in the Facility Limit pursuant to Section 2.02(e). If the context so requires, “Commitment” also refers to a Purchaser’s obligation to fund Investments hereunder in accordance with this Agreement.

“Competitor” means (a) those Persons, other than Cyxtera and its Subsidiaries, which are engaged in the data center business, and (b) Affiliates of the foregoing.

“Concentration Percentage” means (a) except as provided in clause (b) below, (i) for any Group A Obligor, 20%, (ii) for any Group B Obligor, 15%, (iii) for any Group C Obligor, 10% and (iv) for any Group D Obligor, 6% and (b) for each of the Obligors listed in the chart below (each, a “Special Obligor”), the percentage specified in the chart below for such Special Obligor (the applicable “Special Concentration Limit”); provided, however, that the Administrative Agent (with the prior written consent of each Purchaser) approve higher “Concentration Percentages” for selected Obligors; provided, further, that the Administrative Agent may, upon not less than five (5) Business Days’ notice to the Seller, cancel or reduce the Special Concentration Limit with respect to any or all Special Obligors, in which case the Concentration Percentage for such Special Obligor(s) shall be determined pursuant to clause (a) above. In the event that any other Obligor is or becomes an Affiliate of a Special Obligor, the Special Concentration Limit shall apply to both such Obligor and such Special Obligor and shall be calculated as if such Obligor and such Special Obligor were a single Obligor.

<u>Special Obligor</u>	<u>Special Concentration Limit</u>
CenturyLink Communications, LLC	12%

“Concentration Reserve Percentage” means, at any time of determination, the largest of: (a) the sum of the five (5) largest Obligor Percentages of the Group D Obligors, (b) the sum of the three (3) largest Obligor Percentages of the Group C Obligors, (c) the sum of the two (2) largest Obligor Percentages of the Group B Obligors and (d) the largest Obligor Percentage of any Group A Obligor; provided, that, for purposes of determining the Concentration Reserve Percentage, each Obligor’s Obligor Percentage shall be deemed to be the lesser of its Obligor Percentage and its Concentration Percentage at such time.

“Conforming Changes” means, with respect to the Term SOFR Rate, Daily 1M SOFR or any Benchmark Replacement, any technical, administrative or operational changes (including

changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “Yield Period,” timing and frequency of determining rates and making payments of Yield, timing of Investment Requests or return, prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of the Term SOFR Rate, Daily 1M SOFR or such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Term SOFR Rate, Daily 1M SOFR or the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Transaction Documents).

“Contract” means, with respect to any Receivable, any and all contracts, instruments, agreements, leases, invoices, notes or other writings pursuant to which such Receivable arises or that evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

“Covered Entity” means (a) each of Seller, the Servicer, each Originator, Cyxtera and each of Cyxtera’s Subsidiaries and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Credit Agreement” means the First Lien Credit Agreement dated as of May 1, 2017, among DC Holdings, as borrower, Cyxtera DC Parent Holdings, Inc., the “Subsidiary Loan Parties” party thereto, the lenders and issuing banks party thereto, and Citibank, N.A., as administrative agent and collateral agent, as amended and supplemented and in effect from time to time.

“Credit and Collection Policy” means, as the context may require, those receivables credit and collection policies and practices of the Originators in effect on the Closing Date and described in Exhibit F, as modified in compliance with this Agreement.

“Cross-Default Threshold” means \$25,000,000.

“Cyxtera” means Cyxtera Technologies, Inc., a Delaware corporation, and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code.

“Cyxtera Change of Control” means the occurrence of any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Exchange Act) (other the Sponsor; or a group which the Sponsor is a principal participant, or any profit sharing, employee stock ownership or other employee benefit plan of Cyxtera or any Subsidiary of Cyxtera or any trustee or fiduciary with

respect to any such plan when acting in such capacity) has become the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), by way of merger, consolidation or otherwise, of 50% or more of the Equity Interests of Cyxtera.

“Cyxtera Communications” has the meaning set forth in the preamble hereto.

“Cyxtera Corporate Group” means each Cyxtera Party and each of their respective Subsidiaries.

“Cyxtera Group” has the meaning set forth in Section 8.03(c).

“Cyxtera Operating Group” means the Cyxtera Corporate Group other than the Seller.

“Cyxtera Party” means the Seller, the Servicer, each Originator and the Performance Guarantor.

“Daily 1M SOFR” means, for any day, the rate per annum determined by PNC by dividing (the resulting quotient rounded upwards, at PNC’s discretion, to the nearest 1/100th of 1%) (a) the Term SOFR Reference Rate for such day for a one (1) month period, as published by the Term SOFR Administrator, by (b) a number equal to 1.00 minus the SOFR Reserve Percentage; provided, that if Daily 1M SOFR, determined as provided above, would be less than the SOFR Floor, then Daily 1M SOFR shall be deemed to be the SOFR Floor. The rate of interest will be adjusted automatically as of each Business Day based on changes in Daily 1M SOFR without notice to the Seller.

“Days’ Sales Outstanding” means, for any Calculation Period, an amount computed as of the last day of such Calculation Period equal to: (a) the average of the Outstanding Balance of all Pool Receivables as of the last day of each of the three most recent Calculation Periods ended on the last day of such Calculation Period, divided by (b) (i) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during the three most recent Calculation Periods ended on the last day of such Calculation Period, divided by (ii) 90.

“DC Holdings” means Cyxtera DC Holdings, Inc., a Delaware corporation, and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code.

“Debt” means, as to any Person at any time of determination, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any bonds, debentures, notes, note purchase, acceptance or credit facility, or other similar instruments or facilities, (iii) reimbursement obligations (contingent or otherwise) under any letter of credit, (iv) any other transaction (including production payments (excluding royalties), installment purchase agreements, forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including accounts payable incurred in the ordinary course of such Person’s business payable on terms customary in the trade), (v) all net obligations of such Person in respect of interest rate or currency hedges or (vi) any Guaranty of any such Debt.

“Deemed Collections” has the meaning set forth in Section 4.01(d).

“Defaulting Purchaser” means any Purchaser that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Investments (or the Capital thereof) or (ii) pay over to any Purchaser Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Purchaser notifies the Administrative Agent in writing that such failure is the result of such Purchaser’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Seller or any Purchaser Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Purchaser’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding an Investment under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Purchaser Party, acting in good faith, to provide a certification in writing from an authorized officer of such Purchaser that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Investments under this Agreement, provided that such Purchaser shall cease to be a Defaulting Purchaser pursuant to this clause (c) upon such Purchaser Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of an Insolvency Proceeding.

“Default Ratio” means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Calculation Period by dividing: (a) the aggregate Outstanding Balance of all Pool Receivables that became Defaulted Receivables during such Calculation Period, by (b) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during the month that is four Calculation Periods before such Calculation Period.

“Defaulted Receivable” means a Receivable:

- (a) as to which any payment, or part thereof, remains unpaid for more than 90 days from the original due date for such payment;
- (b) as to which an Insolvency Proceeding shall have occurred with respect to the Obligor thereof or any other Person obligated thereon or owning any Related Security with respect thereto;
- (c) that has been written off the applicable Originator’s or the Seller’s books as uncollectible; or
- (d) that, consistent with the Credit and Collection Policy, should be written off the applicable Originator’s or the Seller’s books as uncollectible; provided, however, that in each case above such amount shall be calculated without giving effect to any netting of credits that have not been matched to a particular Receivable for the purposes of aged trial balance reporting.

“Delinquency Ratio” means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Calculation Period by dividing: (a) the sum of the aggregate Outstanding Balance of all Pool Receivables that were Delinquent Receivables on such day, by (b) the aggregate Outstanding Balance of all Pool Receivables on such day.

“Delinquent Receivable” means a Receivable as to which any payment, or part thereof, remains unpaid for more than 90 days from the original due date for such payment; provided, however, that such amount shall be calculated without giving effect to any netting of credits that have not been matched to a particular Receivable for the purposes of aged trial balance reporting.

“Dilution Horizon Ratio” means, for any Calculation Period, the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of such Calculation Period by dividing: (a) the sum of (i) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during such Calculation Period, plus (ii) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during the preceding Calculation Period, by (b) the Net Receivables Pool Balance as of the last day of such Calculation Period. Within thirty (30) days of the completion and the receipt by the Administrative Agent of the results of any annual audit or field exam of the Receivables and the servicing and origination practices of the Servicer and the Originators, the numerator of the Dilution Horizon Ratio may be adjusted by the Administrative Agent upon not less than five (5) Business Days’ notice to the Seller to reflect such number of Calculation Periods as the Administrative Agent reasonably believes best reflects the business practices of the Servicer and the Originators and the actual amount of dilution and Deemed Collections that occur with respect to Pool Receivables based on the weighted average dilution lag calculation completed as part of such audit or field exam.

“Dilution Ratio” means, for any Calculation Period, the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward), computed as of the last day of each Calculation Period by dividing: (a) the aggregate amount of Deemed Collections during such Calculation Period, by (b) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during the Calculation Period that is one month prior to such Calculation Period.

“Dilution Reserve Percentage” means, at any time of determination, the product (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) of (a) the Dilution Horizon Ratio, multiplied by (b) the sum of (i) 2.50 times the average of the Dilution Ratios for the twelve (12) most recent Calculation Periods and (ii) the Dilution Volatility Component.

“Dilution Volatility Component” means, for any Calculation Period, the product (expressed as a percentage) and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) of:

- (a) the positive difference, if any, between: (i) the highest Dilution Ratio for any Calculation Period during the twelve (12) most recent Calculation Periods and (ii) the

arithmetic average of the Dilution Ratios for such twelve (12) Calculation Periods; multiplied by

(b) the quotient of (i) the highest Dilution Ratio for any Calculation Period during the twelve (12) most recent consecutive Calculation Periods divided by (ii) the arithmetic average of the Dilution Ratios for such twelve (12) consecutive Calculation Periods.

“DIP Collateral Agent” means the administrative agent, collateral agent or trustee, as applicable, under any DIP Facility.

“DIP Facility” means any secured debtor-in-possession credit facility entered into by one or more members of the Cyxtera Operating Group (it being understood and agreed that this Agreement together with the other Transaction Documents shall not constitute a DIP Facility).

“DIP Term Loan Credit Agreement” shall mean that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated on or about the date hereof, among Cyxtera DC Parent Holdings, Inc., as holdings, Cyxtera DC Holdings, Inc., as borrower, the lenders party thereto, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, as amended, amended and restated, waived, supplemented or otherwise modified from time to time.

“Dollars” and “\$” each mean the lawful currency of the United States of America.

“Dollar Equivalent” means, on any date on which a determination thereof is to be made, with respect to (a) any amount denominated in Dollars, such amount and (b) any amount denominated in an Eligible Foreign Currency, the Dollar equivalent of such amount of such Eligible Foreign Currency determined by referenced to the Spot Rate determined as of such determination date.

“Drawn Spread” has the meaning set forth in the Fee Letter.

“Eligible Assignee” means (i) any Purchaser or any of its Affiliates, (ii) any Person managed by a Purchaser or any of its Affiliates and (iii) any other financial or other institution, in each case, which is not a Competitor.

“Eligible DIP Facility” means a DIP Facility that satisfies each of the following criteria: (a) such DIP Facility is not secured by Adverse Claims on any membership interests or any other equity interests issued by the Seller or any Subordinated Note, (b) such DIP Facility is not secured by Adverse Claims on any Sold Assets or Seller Collateral, (c) if such DIP Facility is represented by the DIP Term Loan Credit Agreement, no superpriority administrative expense claims under such DIP Facility rank *pari passu* with the Superpriority Claims of the Secured Parties under the Transaction Documents, (d) no superpriority administrative expense claims arising under or in connection with such DIP Facility shall rank senior to the Superpriority Claims granted to the Secured Parties under the Transaction Documents, other than any “Carve Out” (as defined in the applicable orders approving such Eligible DIP Facility) and (e) the Administrative Agent and the Majority Purchasers have confirmed in writing to the Seller that such DIP Facility (including the interim order and, to the extent then entered, the final order, approving such DIP Facility) is otherwise in form and substance reasonably satisfactory to the Administrative Agent and the

Majority Purchasers (it being understood and agreed that each “DIP Facility” as defined in and attached to the Interim Order attached hereto as Exhibit L constitutes an “Eligible DIP Facility”).

“Eligible Foreign Currency” means CAD, GBP and JPY.

“Eligible Foreign Obligor” means an Obligor that (i) is not a U.S. Obligor, (ii) is not organized in a jurisdiction that is a Sanctioned Jurisdiction and (iii) does not have a head office (domicile), registered office, or chief executive office that is located in a Sanctioned Jurisdiction.

“Eligible Receivable” means, at any time of determination, a Pool Receivable:

(a) the Obligor of which is: (i) either a U.S. Obligor or an Eligible Foreign Obligor; (ii) not a Governmental Authority; (iii) not a Sanctioned Person; (iv) not subject to any Insolvency Proceeding; (v) not an Affiliate of the Seller, the Servicer, Cyxtera or any Originator; (vi) not the Obligor with respect to Delinquent Receivables with an aggregate Outstanding Balance exceeding 50% of the aggregate Outstanding Balance of all such Obligor’s Pool Receivables; (vii) not a natural person, (viii) not a material supplier to any Originator or an Affiliate of a material supplier and (ix) not the account debtor with respect to any Third-Party Receivables;

(b) for which an Insolvency Proceeding shall not have occurred with respect to the Obligor thereof or any other Person obligated thereon or owning any Related Security with respect thereto;

(c) that is denominated and payable only in Dollars or an Eligible Foreign Currency in the United States of America, and the Obligor with respect to which has been instructed to remit Collections in respect thereof directly to a Lock-Box or Collection Account in the United States of America;

(d) that does not have a due date which is more than 90 days after the original invoice date of such Receivable;

(e) that (i) arises under a Contract for the sale of goods or services in the ordinary course of the applicable Originator’s business and (ii) does not constitute a loan or other similar financial accommodation being provided by the applicable Originator;

(f) that arises under a duly authorized Contract that (i) is in full force and effect, (ii) is governed by the law of the United States of America or of any State thereof, (iii) is a legal, valid and binding obligation of the related Obligor, enforceable against such Obligor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law and (iv) the payments thereunder are free and clear of any withholding Taxes;

(g) that has been transferred by an Originator to the Seller pursuant to the Purchase and Sale Agreement with respect to which transfer all conditions precedent under the Purchase and Sale Agreement have been met;

(h) that, together with the Contract related thereto, conforms in all material respects with all Applicable Laws (including any applicable laws relating to usury, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy);

(i) with respect to which all consents, licenses, approvals or authorizations of, or registrations or declarations with or notices to, any Governmental Authority or other Person required to be obtained, effected or given by an Originator in connection with the creation of such Receivable, the execution, delivery and performance by such Originator of the related Contract or the assignment thereof under the Purchase and Sale Agreement have been duly obtained, effected or given and are in full force and effect;

(j) that is not subject to any existing dispute, right of rescission, set-off, counterclaim, any other defense against the applicable Originator (or any assignee of such Originator) or Adverse Claim, and the Obligor of which holds no right as against the applicable Originator to cause such Originator to repurchase the goods or merchandise, the sale of which shall have given rise to such Receivable;

(k) that satisfies in all material respects all applicable requirements of the Credit and Collection Policy;

(l) that, together with the Contract related thereto, has not been modified, waived or restructured since its creation, except as permitted pursuant to Section 9.02 of this Agreement;

(m) in which the Seller owns good and marketable title, free and clear of any Adverse Claims, and that is freely assignable (including without any consent of the related Obligor or any Governmental Authority), and the payments thereon are free and clear of any, or increased to account for any applicable, withholding Taxes;

(n) for which the Administrative Agent (on behalf of the Secured Parties) shall have a valid and enforceable first priority perfected ownership or security interest therein and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim;

(o) that (x) constitutes an “account” or “general intangible” (as defined in the UCC), (y) is not evidenced by instruments or chattel paper and (z) does not constitute, or arise from the sale of, as-extracted collateral (as defined in the UCC);

(p) that is neither a Defaulted Receivable nor a Delinquent Receivable;

(q) for which no Cyxtera Party has established any offset or netting arrangements (including customer deposits and advance payments (including payments relating to unearned revenues)) with the related Obligor in connection with the ordinary course of payment of such Receivable;

(r) that represents amounts earned and payable by the Obligor that are not subject to the performance of additional services by the Originator thereof or by the Seller

and the related goods or merchandise shall have been shipped and/or services performed; *provided*, that if such Receivable is subject to the performance of additional services, only the portion of such Receivable attributable to such additional services shall be ineligible;

(s) which (i) does not arise from a sale of accounts made as part of a sale of a business or constitute an assignment for the purpose of collection only, (ii) is not a transfer of a single account made in whole or partial satisfaction of a preexisting indebtedness or an assignment of a right to payment under a contract to an assignee that is also obligated to perform under the contract and (iii) is not a transfer of an interest in or an assignment of a claim under a policy of insurance;

(t) which does not relate to the sale of any consigned goods or finished goods which have incorporated any consigned goods into such finished goods;

(u) for which the related Originator has recognized the related revenue on its financial books and records in accordance with GAAP; and

(v) for which neither the related Originator nor any Affiliate thereof is holding any deposits received by or on behalf of the related Obligor; provided that only the portion of such Pool Receivable in an amount equal to such deposits shall be ineligible.

“Embargoed Property” means any property (a) owned, directly or indirectly, by a Sanctioned Person; (b) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual violation by the Purchasers or the Administrative Agent of any applicable Anti-Terrorism Law if the Purchasers or the Administrative Agent were to obtain an encumbrance on, lien on, pledge of or security interest in such property, or provide services in consideration of such property.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

“Erroneous Payment” has the meaning set forth in Section 11.11(a).

“Erroneous Payment Deficiency Assignment” has the meaning set forth in Section 11.11(b).

“Erroneous Payment Impacted Capital” has the meaning set forth in Section 11.11(b).

“Erroneous Payment Return Deficiency” has the meaning set forth in Section 11.11(b).

“Erroneous Payment Subrogation Rights” has the meaning set forth in Section 11.11(b).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“ERISA Affiliate” means, with respect to any Person, any corporation, trade or business which together with the Person is a member of a controlled group of corporations or a controlled

group of trades or businesses and would be deemed a “single employer” within the meaning of Sections 414(b), (c), (m) of the Code or Section 4001(b) of ERISA.

“ERISA Event” means (a) the occurrence of a Reportable Event; (b) the adoption of an amendment to a Pension Plan that would result in the imposition of a lien pursuant to Section 430(k) of the Code; (c) the existence with respect to any Multiemployer Plan of an “accumulated funding deficiency” (as defined in Section 431 of the Code or Section 304 of ERISA), whether or not waived; (d) the failure to satisfy the minimum funding standard under Section 412 of the Code with respect to any Pension Plan, whether or not waived; (e) a Pension Plan is considered “at-risk” under Section 430 of the Code or Section 303 of ERISA; (f) the incurrence of any liability under Title IV of ERISA with respect to the termination of any Pension Plan or the withdrawal or partial withdrawal of any of the Seller or any of its ERISA Affiliates from any Multiemployer Plan; (g) the receipt by any of the Seller or its ERISA Affiliates from the PBGC or any plan administrator of any notice relating to the intention to terminate any Pension Plan or Multiemployer Plan or to appoint a trustee to administer any Pension Plan or Multiemployer Plan; (h) the receipt by the Seller or its ERISA Affiliates of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, or in endangered or critical status within the meaning of Title IV of ERISA ; (i) the occurrence of a prohibited transaction with respect to any of the Seller or any of its ERISA Affiliates (pursuant to Section 4975 of the Code); or (j) the incurrence of any liability under Title IV of ERISA with respect to any Pension Plan.

“Event of Termination” has the meaning specified in Section 10.01. For the avoidance of doubt, any Event of Termination that occurs shall be deemed to be continuing at all times thereafter unless and until waived in accordance with Section 14.01.

“Excess Concentration” means the sum of the following amounts, without duplication:

(a) the sum of the amounts calculated for each of the Obligors equal to the excess (if any) of (i) the aggregate Outstanding Balance of the Eligible Receivables of such Obligor, over (ii) the product of (x) such Obligor’s Concentration Percentage, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(b) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables, the Obligors of which are Eligible Foreign Obligors, over (ii) the product of (x) 5%, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(c) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables denominated in an Eligible Foreign Currency over (ii) the product of (x) 5%, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool.

provided, however, that the Administrative Agent may, upon five (5) Business Days’ written notice to the Seller, reduce (including to zero) any of the percentage limits set forth in clauses (b) and (c) above.

“Exchange Act” means the Securities Exchange Act of 1934, as amended or otherwise modified from time to time.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to an Purchaser Party or required to be withheld or deducted from a payment to a Purchaser Party: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Purchaser Party being organized under the laws of, or having its principal office or, in the case of any Purchaser, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Purchaser, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Purchaser with respect to an applicable interest in its Capital or Commitment pursuant to a law in effect on the date on which (i) such Purchaser funds an Investment or its Commitment or (ii) such Purchaser changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Purchaser’s assignor immediately before such Purchaser became a party hereto or to such Purchaser immediately before it changed its lending office, (c) any U.S. federal withholding Taxes imposed pursuant to FATCA, and (d) any Taxes attributable to such Purchaser Party’s failure to comply with Section 5.03(f)-(h).

“Exit Date” means the effective date of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court.

“Facility Limit” means \$37,500,000 as reduced from time to time pursuant to Section 2.02(e). References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to (x) the Facility Limit at such time, minus (y) the Aggregate Capital at such time.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into between the United States and any other Governmental Authority in connection with the implementation of the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any such intergovernmental agreement.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System, or any entity succeeding to any of its principal functions.

“Fee Letter” has the meaning specified in Section 2.03(a).

“Fees” has the meaning specified in Section 2.03(a).

“Filing Date” means June 4, 2023.

“Filing Debtor” means Cyxtera or any other member of the Cyxtera Operating Group that is a debtor in any of the Chapter 11 Cases.

“Final Order” means a final order of the Bankruptcy Court authorizing and approving this Agreement and each of the other Transaction Documents pursuant to Sections 105, 362(d), 363(b)(1), 363(f), 363(m), 364(c), 364(d), 364(e) and 365 of the Bankruptcy Code and Bankruptcy Rule 4001 and providing other relief, in substantially the form of the Interim Order (with only such modifications thereto as are necessary to convert the Interim Order to a final order and such other modifications as are reasonably satisfactory to the Administrative Agent and the Majority Purchasers), which order shall not have been (a) vacated, reversed, or stayed, or (b) amended or modified, except as otherwise agreed to in writing by the Administrative Agent and each of the Purchasers in their reasonable discretion.

“Final Payout Date” means the date on or after the Termination Date when (i) the Aggregate Capital has been reduced to zero and Aggregate Yield has been paid in full, (ii) all other Seller Obligations have been paid in full, (iii) all other amounts owing to the Purchaser Parties and any other Seller Indemnified Party or Affected Person hereunder and under the other Transaction Documents have been paid in full and (iv) all accrued Servicing Fees have been paid in full.

“Financial Officer” of any Person means, the chief executive officer, the chief financial officer, the chief accounting officer, the principal accounting officer, the controller, the treasurer or the assistant treasurer of such Person.

“Financing Orders” means the Interim Order and the Final Order.

“Fitch” means Fitch, Inc. and any successor thereto that is a nationally recognized statistical rating organization.

“GAAP” means generally accepted accounting principles in the United States of America, consistently applied.

“GBP” means the lawful money of the United Kingdom.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Group A Obligor” means any Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) with a short-term rating of at least: (a) “A-1” by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of “A+” or better by S&P on such Obligor’s, its parent’s, or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-1” by Moody’s, or if such Obligor does not have a short-term rating from Moody’s, “A1” or better by Moody’s on such Obligor’s, its parent’s or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) receives a split rating from S&P and Moody’s, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the rating from each of S&P and Moody’s as determined in accordance with the rules of construction found in the final paragraph of this Article

I, and such deemed rating shall be used for the purposes of whether such rating satisfies clauses (a) and (b) above. Notwithstanding the foregoing, any Obligor that is a Subsidiary of an Obligor that satisfies the definition of “Group A Obligor” shall be deemed to be a Group A Obligor and shall be aggregated with the Obligor that satisfies such definition for the purposes of determining the “Concentration Reserve Percentage”, the “Concentration Reserve” and clause (i) of the definition of “Excess Concentration” for such Obligors, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligors.

“Group B Obligor” means an Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) that is not a Group A Obligor, with a short-term rating of at least: (a) “A-2” by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of “BBB+” to “A” by S&P on such Obligor’s, its parent’s or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-2” by Moody’s, or if such Obligor does not have a short-term rating from Moody’s, “Baa1” to “A-2” by Moody’s on such Obligor’s, its parent’s or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) receives a split rating from S&P and Moody’s, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the rating from each of S&P and Moody’s as determined in accordance with the rules of construction found in the final paragraph of this Article I, and such deemed rating shall be used for the purposes of whether such rating satisfies clauses (a) and (b) above. Notwithstanding the foregoing, any Obligor that is a Subsidiary of an Obligor that satisfies the definition of “Group B Obligor” shall be deemed to be a Group B Obligor and shall be aggregated with the Obligor that satisfies such definition for the purposes of determining the “Concentration Reserve Percentage”, the “Concentration Reserve” and clause (i) of the definition of “Excess Concentration” for such Obligors, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligors.

“Group C Obligor” means an Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) that is not a Group A Obligor or a Group B Obligor, with a short-term rating of at least: (a) “A-3” by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of “BBB-” to “BBB” by S&P on such Obligor’s, its parent’s or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-3” by Moody’s, or if such Obligor does not have a short-term rating from Moody’s, “Baa3” to “Baa2” by Moody’s on such Obligor’s, its parent’s or its majority owner’s (as applicable) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such Obligor is not rated) receives a split rating from S&P and Moody’s, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the rating from each of S&P and Moody’s as determined in accordance with the rules of construction found in the final paragraph of this Article I, and such deemed rating shall be used for the purposes of whether such rating satisfies clauses (a) and (b) above. Notwithstanding the foregoing, any Obligor that is a Subsidiary of an Obligor that satisfies the definition of “Group C

Obligor” shall be deemed to be a Group C Obligor and shall be aggregated with the Obligor that satisfies such definition for the purposes of determining the “Concentration Reserve Percentage”, the “Concentration Reserve” and clause (i) of the definition of “Excess Concentration” for such Obligors, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligors.

“Group D Obligor” means any Obligor that is not a Group A Obligor, Group B Obligor or Group C Obligor; provided, that any Obligor (or its parent or majority owner, as applicable, if such Obligor is unrated) that is not rated by both Moody’s and S&P shall be a Group D Obligor.

“Guaranteed Obligations” has the meaning set forth in Section 12.01.

“Guaranty” means, with respect to any Person, any obligation of such Person guarantying or in effect guarantying any Debt, liability or obligation of any other Person in any manner, whether directly or indirectly, including any such liability arising by virtue of partnership agreements, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Seller or any of its Affiliates under any Transaction Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

“Independent Director” has the meaning set forth in Section 8.03(c).

“Information Package” means a report, in substantially the form of Exhibit G.

“Initial Schedule of Sold Receivables” means the list identifying all Sold Receivables as of the Closing Date, which list is attached as Schedule IV hereto.

“Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors or (b) any general assignment for the benefit of creditors of a Person, composition, marshaling of assets for creditors of a Person, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of clauses (a) and (b) undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

“Intended Tax Treatment” has the meaning set forth in Section 14.14.

“Interim Order” means an order of the Bankruptcy Court in substantially the form of Exhibit J, with changes to such form as are reasonably satisfactory to the Administrative Agent and each of the Purchasers, as determined by the Administrative Agent and each of the Purchasers in their reasonable discretion, authorizing and approving this Agreement and each of the other

Transaction Documents pursuant to Sections 105, 362(d), 363(b)(1), 363(f), 363(m), 364(c), 364(d), 364(e) and 365 of the Bankruptcy Code and Bankruptcy Rule 4001 and providing such other relief reasonably requested by the Administrative Agent and the Purchasers.

“Interim Report” means a report, in substantially the form of Exhibit J.

“Investment” means any payment of Capital to the Seller by a Purchaser pursuant to Section 2.01(a) or 2.02.

“Investment Company Act” means the Investment Company Act of 1940, as amended or otherwise modified from time to time.

“Investment Request” means a letter in substantially the form of Exhibit A hereto executed and delivered by the Seller to the Administrative Agent and the Purchasers pursuant to Section 2.02(a).

“JPY” means the lawful money of the United Kingdom.

“LCR Security” means any commercial paper or security (other than equity securities issued to Cyxtera or any Originator that is a consolidated subsidiary of Cyxtera, under GAAP) within the meaning of Paragraph __.32(e)(viii) of the final rules titled Liquidity Coverage Ratio; Liquidity Risk Measurement Standards, 79 Fed. Reg. 197, 61440 et seq. (October 10, 2014).

“Lock-Box” means each locked postal box with respect to which a Collection Account Bank has executed an Account Control Agreement pursuant to which it has been granted exclusive access for the purpose of retrieving and processing payments made on the Receivables and which is listed on Schedule II (as such schedule may be modified from time to time in connection with the addition or removal of any Lock-Box in accordance with the terms hereof).

“Loss Horizon Ratio” means, at any time of determination, the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed by dividing:

- (a) the aggregate initial Outstanding Balance of all Pool Receivables generated by the Originators during the five (5) most recent Calculation Periods; by
- (b) the Net Receivables Pool Balance as of such date.

“Loss Reserve Percentage” means, at any time of determination, the product (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) of (a) 2.50, multiplied by (b) the highest average of the Default Ratios for any three (3) consecutive Calculation Periods during the twelve (12) most recent Calculation Periods, multiplied by (c) the Loss Horizon Ratio.

“Majority Purchasers” means one or more Purchasers representing more than 50% of the aggregate Commitments of all Purchasers (or, if the Commitments have been terminated, Purchasers representing more than 50% of the aggregate outstanding Capital held by all the Purchasers).

“Material Adverse Effect” means relative to any Person (*provided* that if no particular Person is specified, “Material Adverse Effect” shall be deemed to be relative to the Seller, the Servicer and the Originators, individually and in the aggregate) with respect to any event or circumstance, a material adverse effect on any of the following:

- (a) the assets, operations, business or financial condition of the Servicer, the Performance Guarantor or any Originator;
- (b) the assets, operations, business or financial condition of the Seller;
- (c) the ability of the Seller, the Servicer, the Performance Guarantor or any Originator to perform its obligations under this Agreement or any other Transaction Document to which it is a party;
- (d) the validity or enforceability of this Agreement or any other Transaction Document, or the validity, enforceability, value or collectibility of any material portion of the Pool Receivables;
- (e) the status, perfection, enforceability or priority of the Administrative Agent’s ownership or security interest in the Sold Assets or Seller Collateral; or
- (f) the rights and remedies of any Purchaser Party under the Transaction Documents or associated with its respective interest in the Sold Assets or the Seller Collateral.

provided, however, that no “Material Adverse Effect” shall be deemed to occur under clause (a) above due to any event or circumstance that occurs as a result of events leading up to a proceeding under chapter 11 of the Bankruptcy Code or the commencement and continuation of the Chapter 11 Cases in and of itself.

“Material Indebtedness” means any Debt of any one or more of Cyxtera and any of its Subsidiaries in an aggregate principal amount exceeding \$25,000,000; provided that the Debt evidenced by the Credit Agreement and this Agreement shall not be considered Material Indebtedness for any purpose.

“Maximum Release Amount” means, on any day of determination, the positive excess, if any, of (a) the amount of Collections on deposit in the Cash Collateral Account over (b) the amount of Collections required to be on deposit in the Cash Collateral Account on such day pursuant to Section 6.03(a) (as reasonably determined by the Administrative Agent).

“Minimum Dilution Reserve Percentage” means, at any time of determination, the product (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) of (a) the average of the Dilution Ratios for the twelve (12) most recent Calculation Periods, multiplied by (b) the Dilution Horizon Ratio.

“Minimum Funding Threshold” means (i) 0%, if a Minimum Funding Threshold Holiday Period is in effect, and (ii) at any other time of determination, the amount that is equal to the lesser of (a) 50% of the Facility Limit at such time and (b) the Capital Coverage Amount at such time.

“Minimum Funding Threshold Holiday Period” means a period or periods of one or more calendar days that total no more than 30 days in any calendar year specified by the Seller by notice in writing to the Administrative Agent.

“Monthly Settlement Date” means the 20th day of each calendar month (or if such day is not a Business Day, the next occurring Business Day).

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto that is a nationally recognized statistical rating organization.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Seller or any of its ERISA Affiliates is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Net Receivables Pool Balance” means, at any time of determination: (a) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool, minus (b) the Excess Concentration.

“Obligor” means, with respect to any Receivable, the Person obligated to make payments pursuant to the Contract relating to such Receivable.

“Obligor Percentage” means, at any time of determination, for each Obligor, a fraction, expressed as a percentage, (a) the numerator of which is the aggregate Outstanding Balance of the Eligible Receivables of such Obligor and its Affiliates less the amount (if any) then included in the calculation of the Excess Concentration with respect to such Obligor and its Affiliates and (b) the denominator of which is the aggregate Outstanding Balance of all Eligible Receivables at such time.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Originator” and “Originators” have the meaning set forth in the Purchase and Sale Agreement, as the same may be modified from time to time by adding new Originators or removing Originators, in each case in accordance with the prior written consent of the Administrative Agent.

“Originator Performance Guaranty” means the Originator Performance Guaranty, dated as of the Restatement Date, by each Originator in favor of the Administrative Agent for the benefit of the Secured Parties, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Other Connection Taxes” means, with respect to any Affected Person, Taxes imposed as a result of a present or former connection between such Affected Person and the jurisdiction imposing such Tax (other than connections arising from such Affected Person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Transaction Document, or sold or assigned an interest in any Capital or Transaction Document).

“Other Taxes” means any and all present or future stamp, court, filing or documentary Taxes or any other excise or property Taxes arising from any payment made under, or from the execution, delivery, filing, recording, performance or enforcement of, or otherwise in respect of, this Agreement or the other Transaction Documents, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Outstanding Balance” means, at any time of determination, with respect to any Receivable, the then Dollar Equivalent of the outstanding principal balance thereof.

“Overnight Bank Funding Rate” means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“*NYFRB*”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Administrator for the purpose of displaying such rate); *provided*, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; *provided, further*, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Seller.

“Participant” has the meaning set forth in Section 14.03(e).

“Participant Register” has the meaning set forth in Section 14.03(f).

“PATRIOT Act” has the meaning set forth in Section 14.15.

“Payment Recipient” has the meaning set forth in Section 11.11(a).

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means a pension plan as defined in Section 3(2) of ERISA that is subject to Title IV of ERISA with respect to which the Seller or its ERISA Affiliates may have any liability.

“Percentage” means, at any time of determination, with respect to any Purchaser, a fraction (expressed as a percentage), (a) the numerator of which is (i) prior to the termination of all Commitments hereunder, its Commitment at such time or (ii) if all Commitments hereunder have been terminated, the aggregate outstanding Capital of such Purchaser at such time and (b) the denominator of which is (i) prior to the termination of all Commitments hereunder, the aggregate Commitments of all Purchasers at such time or (ii) if all Commitments hereunder have been terminated, the Aggregate Capital at such time.

“Performance Guarantor” means Cyxtera.

“Performance Guaranty” means the Amended and Restated Performance Guaranty, dated as of the Restatement Date, by the Performance Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or any Governmental Authority.

“PNC” has the meaning set forth in the preamble to this Agreement.

“Pool Receivable” means a Receivable in the Receivables Pool. For the avoidance of doubt, the Pool Receivables shall include both Sold Receivables and Unsold Receivables.

“Portion of Capital” means, with respect to any Purchaser and its related Capital, the portion of such Capital being funded or maintained by such Purchaser by reference to a particular interest rate basis.

“Prior Agreement” has the meaning set forth in the preamble to this Agreement.

“Prior Agreement Outstanding Amounts” has the meaning set forth in the preamble to this Agreement.

“Purchase and Sale Agreement” means the Amended and Restated Purchase and Sale Agreement, dated as of the Restatement Date, among the Servicer, the Originators and the Seller.

“Purchase and Sale Termination Event” has the meaning set forth in the Purchase and Sale Agreement.

“Purchase Facility” has the meaning set forth in the Purchase and Sale Agreement.

“Purchaser Parties” means each Purchaser and the Administrative Agent.

“Purchasers” has the meaning set forth in the preamble hereto.

“Purchaser’s Account” means, with respect to any Purchaser, the account(s) from time to time designated in writing by such Purchaser to the Seller and the Servicer for purposes of receiving payments to or for the account of the members of such Purchaser hereunder.

“Receivable” means any right to payment of a monetary obligation, whether or not earned by performance, owed to any Originator or the Seller (as assignee of an Originator), whether constituting an account, chattel paper, payment intangible, instrument or general intangible, in each instance arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any service charges, finance charges, interest, fees and other charges with respect thereto. Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction. Third-Party Receivables shall not constitute Receivables.

“Receivables Pool” means, at any time of determination, all of the then outstanding Receivables (including both Sold Receivables and Unsold Receivables) transferred (or purported to be transferred) to the Seller pursuant to the Purchase and Sale Agreement prior to the Termination Date.

“Register” has the meaning set forth in Section 14.03(c).

“Related Rights” has the meaning set forth in Section 1.1 of the Purchase and Sale Agreement.

“Related Security” means, with respect to any Receivable:

(a) all of the Seller’s and each Originator’s interest in any goods (including Returned Goods), and documentation of title evidencing the shipment or storage of any goods (including Returned Goods), the sale of which gave rise to such Receivable;

(b) all instruments and chattel paper that may evidence such Receivable;

(c) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all UCC financing statements or similar filings relating thereto;

(d) all of the Seller’s and each Originator’s rights, interests and claims under the related Contracts and all supporting obligations, guaranties, indemnities, letters of credit (including any letter-of-credit rights), insurance and other agreements (including the related Contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable, whether pursuant to the Contract related to such Receivable or otherwise; and

(e) all books and records of the Seller and each Originator to the extent related to any of the foregoing, and all rights, remedies, powers, privileges, title and interest (but not obligations) in and to each Cash Collateral Account and each Lock-Box and all Collection Accounts, into which any Collections or other proceeds with respect to such Receivables may be deposited, and any related investment property acquired with any such Collections or other proceeds (as such term is defined in the applicable UCC);

(f) all of the Seller’s rights, interests and claims under the Purchase and Sale Agreement and the other Transaction Documents; and

(g) all Collections and other proceeds (as defined in the UCC) of any of the foregoing.

“Release” has the meaning set forth in Section 9.03(c).

“Reportable Compliance Event” means that: (a) any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint, or similar charging instrument, arraigned, custodially detained, penalized or the subject of an assessment for a penalty, or enters into a

settlement with a Governmental Authority in connection with any Applicable Law related to economic sanctions, or Anti-Corruption Law; (b) any Covered Entity engages in a transaction that has caused any Covered Entity to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds hereunder to fund any operations in, finance any investments or activities in, or, make any payments to, directly or knowingly indirectly, a Sanctioned Person or Sanctioned Jurisdiction; or (c) any property sold or pledged hereunder becomes Embargoed Property.

“Reportable Event” means any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Pension Plan.

“Representatives” has the meaning set forth in Section 14.06(c).

“Required Capital Amount” means \$5,000,000.

“Restatement Date” means June [●], 2023.

“Restricted Payments” has the meaning set forth in Section 8.01(r).

“Restructuring Support Agreement” means that certain Restructuring Support Agreement made and entered into as of May 4, 2023, by and among the Company Parties and the Consenting Stakeholders (each as defined therein).

“Returned Goods” means all right, title and interest in and to returned, repossessed or foreclosed goods and/or merchandise the sale of which gave rise to a Receivable; provided that such goods shall no longer constitute Returned Goods after a Deemed Collection has been deposited into a Cash Collateral Account or Collection Account with respect to the full Outstanding Balance of the related Receivables.

“S&P” means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, and any successor thereto that is a nationally recognized statistical rating organization.

“Sanctioned Jurisdiction” means any country, territory, or region that is the subject of comprehensive or country-wide sanctions administered by OFAC, which as of the date of this Agreement, are Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic.

“Sanctioned Person” means (a) a Person that is the subject of sanctions administered by OFAC or the U.S. Department of State (“State”), including by virtue of being (i) named on OFAC's list of “Specially Designated Nationals and Blocked Persons”; (ii) organized under the Laws of, ordinarily resident in, or physically located in a Sanctioned Jurisdiction; (iii) owned or controlled 50% or more in the aggregate, by one or more Persons that are the subject of sanctions administered by OFAC; (b) a Person that is the subject of sanctions maintained by the European Union (“E.U.”) by virtue of being named on the E.U.'s “Consolidated list of persons, groups and entities subject to E.U. financial sanctions”; (c) a Person that is the subject of sanctions maintained by the United Kingdom (“U.K.”) by virtue of being named on the “Consolidated List Of Financial Sanctions Targets in the U.K.” or other, similar lists; or (d) a Person that is the subject of sanctions

imposed by any Governmental Authority of a jurisdiction whose Applicable Laws apply to this Agreement.

“Scheduled Termination Date” means the date that is six (6) months after the Restatement Date, as such date may be extended from time to time pursuant to Section 2.02(g).

“SEC” means the U.S. Securities and Exchange Commission or any governmental agencies substituted therefor.

“Secured Parties” means each Purchaser Party, each Seller Indemnified Party and each Affected Person.

“Securities Act” means the Securities Act of 1933, as amended or otherwise modified from time to time.

“Seller” has the meaning specified in the preamble to this Agreement.

“Seller Collateral” has the meaning set forth in Section 12.09.

“Seller Guaranty” has the meaning set forth in Section 12.01.

“Seller Indemnified Amounts” has the meaning set forth in Section 13.01(a).

“Seller Indemnified Party” has the meaning set forth in Section 13.01(a).

“Servicer’s Account” means the operating account of the Servicer, which is account no. 4127084675 at Bank of America N.A.

“Seller Obligation Final Due Date” means the earliest of (i) date that is one hundred eighty (180) days following the Scheduled Termination Date, (ii) the date on which the Aggregate Capital becomes due and payable pursuant to Section 10.01, (iii) the Exit Date and (iv) the date of consummation of a sale, pursuant to section 363 of the Bankruptcy Code or otherwise, of all or substantially all of the assets of any Cyxtera Party.

“Seller Obligations” means all present and future indebtedness, reimbursement obligations, and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Seller to any Purchaser Party, Seller Indemnified Party and/or any Affected Person, arising under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, and shall include, without limitation, all obligations of the Seller in respect of the Seller Guaranty and the payment of all Capital, Yield, Fees and other amounts due or to become due under the Transaction Documents (whether in respect of fees, costs, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any Insolvency Proceeding with respect to the Seller (in each case whether or not allowed as a claim in such proceeding).

“Seller’s Net Worth” means, as of the most recently completed Calculation Period, an amount equal to (i) the Outstanding Balance of all Pool Receivables at such time, minus (ii) the

sum of (A) the Aggregate Capital at such time, plus (B) the Aggregate Yield at such time, plus (C) the aggregate accrued and unpaid Fees at such time, plus (D) the aggregate outstanding principal balance of all Subordinated Notes at such time, plus (E) the aggregate accrued and unpaid interest on all Subordinated Notes at such time, plus (F) without duplication, the aggregate accrued and unpaid other Seller Obligations at such time.

“Servicer” has the meaning set forth in the preamble to this Agreement.

“Servicer Indemnified Amounts” has the meaning set forth in Section 13.02(a).

“Servicer Indemnified Party” has the meaning set forth in Section 13.02(a).

“Servicing Fee” means the fee referred to in Section 9.06(a) of this Agreement.

“Servicing Fee Rate” means the rate referred to in Section 9.06(a) of this Agreement.

“Settlement Date” means (i) each Monthly Settlement Date and (ii) each other day selected from time to time by the Administrative Agent (it being understood that the Administrative Agent may select Settlement Dates to occur as frequently as daily).

“SOFR” shall mean, for any day, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Adjustment” shall mean an interest rate per annum equal to 0.10% (ten basis points) with respect to either Daily 1M SOFR or the Term SOFR Rate.

“SOFR Floor” means a rate of interest per annum equal to 0 basis points (0.00%).

“SOFR Rate” means, at any time of determination, with respect to any Purchaser, Daily 1M SOFR or the Term SOFR Rate, as determined pursuant to Section 2.05, provided, however, that the SOFR Rate applicable to any Term SOFR Tranche funded pursuant to an Investment that occurs other than on a Monthly Settlement Date shall be Daily 1M SOFR for each day during the initial Yield Period applicable to such Term SOFR Tranche from the date such Investment is made pursuant to Section 2.01 until the next occurring Monthly Settlement Date.

“SOFR Reserve Percentage” shall mean, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“Sold Assets” has the meaning set forth in Section 2.01(b).

“Sold Receivables” means, collectively, (i) the Pool Receivables specified as “Sold Receivables” on the Initial Schedule of Sold Receivables, (ii) all additional Pool Receivables specified as “Sold Receivables” on the Investment Requests delivered with respect to all subsequent Investments made hereunder and (iii) all additional Pool Receivables designated as

“Sold Receivables” and transferred by the Seller pursuant to Section 2.01(b) in connection with a Release as contemplated by the first paragraph in Section 4.01(a).

“Solvent” means, with respect to any Person and as of any particular date, (i) the present fair market value (or present fair saleable value) of the assets of such Person is not less than the total amount required to pay the probable liabilities of such Person on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) such Person is not incurring debts or liabilities beyond its ability to pay such debts and liabilities as they mature and (iv) such Person is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged.

“Special Concentration Limit” has the meaning set forth in the definition of Concentration Percentage.

“Special Obligor” has the meaning set forth in the definition of Concentration Percentage.

“Sponsor” means each of (a) BC Partners, Inc. and its Affiliates (including the funds, partnerships or other co-investment vehicles managed, advised or controlled thereby, and any investors in such funds (including committed investors in BC European Capital X, L.P.), partnerships or other co-investments vehicles as of the Closing Date, but other than, in each case, Cyxtera and its Subsidiaries or any portfolio company, and (b) Medina Capital Advisors, LLC and its Affiliates (including the funds, partnerships or other co-investment vehicles managed, advised or controlled thereby but other than, in each case, Holdings and its Subsidiaries or any portfolio company).

“Spot Rate” means, on any day, with respect to the determination of the Dollar Equivalent of any amount denominated in Eligible Foreign Currency, the exchange rate at which such Eligible Foreign Currency may be exchanged into Dollars as set forth at approximately 11:00 a.m. New York City time, on such day as published on the Bloomberg Key Cross-Currency Rates Page for such Eligible Foreign Currency. In the event that such rate does not appear on any Bloomberg Key Cross Currency Rates Page, the Spot Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be selected by the Administrative Agent and is reasonably satisfactory to the Seller, or, in the absence of such an agreement, such Spot Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 11:00 a.m. New York time, on such date for the purchase of Dollars with the applicable Eligible Foreign Currency for delivery two (2) Business Days later; *provided* that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

“Structuring Agent” means PNC Capital Markets LLC, a Pennsylvania limited liability company.

“Subordinated Note” has the meaning set forth in the Purchase and Sale Agreement.

“Sub-Servicer” has the meaning set forth in Section 9.01(d).

“Subsidiary” means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock of each class or other interests having ordinary voting power (other than stock or other interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such entity are at the time owned, or management of which is otherwise controlled: (a) by such Person, (b) by one or more Subsidiaries of such Person or (c) by such Person and one or more Subsidiaries of such Person.

“Superpriority Claim” means a claim against any member of the Cyxtera Operating Group in any of the Chapter 11 Cases, which is an administrative expense claim having priority over any or all administrative expenses of the kind specified in Section 503(b), 507(b) or 364(c) of the Bankruptcy Code.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority and all interest, penalties, and additions to tax applicable thereto.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Rate” means with respect to any Yield Period the interest rate per annum determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, at the Administrative Agent’s discretion, to the nearest 1/100th of 1%) (A) the Term SOFR Reference Rate for a tenor comparable to such Yield Period, as such rate is published by the Term SOFR Administrator on the day (the “Term SOFR Determination Date”) that is two (2) Business Days prior to the first day of such Yield Period, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage; provided, however, that with respect to the initial Yield Period for the Capital of an Investment made on a date that is not a Monthly Settlement Date, the Term SOFR Rate shall be the interest rate per annum equal to Daily 1M SOFR for each day during such initial Yield Period from the date that such Investment is made pursuant to Section 2.01 until the next occurring Monthly Settlement Date. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (New York City time) on the Term SOFR Determination Date, then the Term SOFR Reference Rate, for purposes of clause (A) in the preceding sentence, shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Date. If the Term SOFR Rate, determined as provided above, would be less than the SOFR Floor, then the Term SOFR Rate shall be deemed to be the SOFR Floor. The Term SOFR Rate shall be adjusted automatically without notice to the Seller on and as of (i) the first day of each Yield Period, and (ii) the effective date of any change in the SOFR Reserve Percentage.

“Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

“Term SOFR Tranche” means any Capital (or portion thereof) accruing Yield at the Term SOFR Rate.

“Termination Date” means the earliest to occur of (a) the Scheduled Termination Date, (b) the date on which the “Termination Date” is declared or deemed to have occurred under Section 5.01 or Section 10.01, (c) the date selected by the Seller on which all Commitments have been reduced to zero pursuant to Section 2.02(e), (d) Exit Date, (e) the date of consummation of a sale, pursuant to section 363 of the Bankruptcy Code or otherwise, of all or substantially all of the assets of any of the Cyxtera Parties, or (f) the occurrence of the “maturity date” (or any similar date) under any DIP Facility prior to the Exit Date.

“Third-Party Collections” means any proceeds of Third-Party Receivables.

“Third-Party Receivable” means each account or other right to payment of a monetary obligation owing by an account debtor to a Person that is not a member of the Cyxtera Corporate Group that is serviced, billed and collected by the Servicer for such Person pursuant to a transition services agreement.

“Total Reserves” means, at any time of determination, an amount equal to the product of (i) the sum of: (a) the Yield Reserve Percentage, plus (b) the greater of (I) the sum of the Concentration Reserve Percentage plus the Minimum Dilution Reserve Percentage and (II) the sum of the Loss Reserve Percentage plus the Dilution Reserve Percentage, times (ii) the Net Receivables Pool Balance at such time.

“Transaction Documents” means this Agreement, the Purchase and Sale Agreement, the Account Control Agreements, the Fee Letter, each Subordinated Note, the Performance Guaranty, the Originator Performance Guaranty and all other certificates, instruments, UCC financing statements, reports, notices, agreements and documents executed or delivered under or in connection with this Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

“Unmatured Event of Termination” means an event that but for notice or lapse of time or both would constitute an Event of Termination.

“Unsold Receivables” means, at any time, all Pool Receivables that are not then Sold Receivables.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday or Sunday or (b) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Obligor” means an Obligor that is a corporation or other business organization and is organized under the laws of the United States of America (or of a United States of America

territory, district, state, commonwealth, or possession, including, without limitation, Puerto Rico and the U.S. Virgin Islands) or any political subdivision thereof.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 5.03(f)(ii)(B)(3).

“Volcker Rule” means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Yield” means an amount payable to each Purchaser in respect of its Capital accruing on each day when such Purchaser has Capital outstanding, which amount for any Purchaser’s Capital (or portion thereof) for any day during any Yield Period (or portion thereof) is the amount accrued on such Capital (or portion thereof) during such Yield Period (or portion thereof) in accordance with Section 2.03(b).

“Yield Period” means, with respect to any Purchaser’s Capital (or any portion thereof), (a) before the Termination Date: (i) initially, the period commencing on the date of the Investment pursuant to which such Capital (or portion thereof) is funded by a Purchaser to the Seller pursuant to Section 2.01 (or in the case of any fees payable hereunder, commencing on the Closing Date) and ending on (but not including) the next Monthly Settlement Date and (ii) thereafter, each period commencing on such Monthly Settlement Date and ending on (but not including) the next Monthly Settlement Date and (b) on and after the Termination Date, such period (including a period of one day) as shall be selected from time to time by the Administrative Agent (with the consent or at the direction of the Majority Purchasers) or, in the absence of any such selection, each period of 30 days from the last day of the preceding Yield Period.

“Yield Rate” means, for any day in any Yield Period for any Purchaser’s Capital (or any portion thereof) (i) the applicable SOFR Rate as determined in accordance with Section 2.05 plus the applicable SOFR Adjustment plus the Drawn Spread, or (ii) the Base Rate, to the extent provided in Section 5.04. *provided, however*, that the “Yield Rate” for any Purchaser’s Capital (or any portion thereof) on any day while an Unmatured Event of Termination or Event of Termination has occurred and is continuing shall be an interest rate per annum equal to the sum of 2.50% per annum plus the greater of (i) the Base Rate in effect on such day, and (ii) the Term SOFR Rate for a period of one month plus the applicable SOFR Adjustment with respect to such Purchaser for such Yield Period; *provided, further*, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by Applicable Law; and *provided, further*, that Yield for any Capital shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

“Yield Reserve Percentage” means at any time of determination:

$$\frac{1.50 \times \text{DSO} \times \text{BR}}{360}$$

where:

BR = the Base Rate plus 1.0%; and

DSO = the Days' Sales Outstanding for the most recently ended Calculation Period.

SECTION 1.02. Other Interpretative Matters. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York and not specifically defined herein, are used herein as defined in such Article 9. Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule," "Exhibit" or "Annex" shall mean articles and sections of, and schedules, exhibits and annexes to, this Agreement. For purposes of this Agreement, the other Transaction Documents and all such certificates and other documents, unless the context otherwise requires: (a) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (b) the words "hereof," "herein" and "hereunder" and words of similar import refer to such agreement (or the certificate or other document in which they are used) as a whole and not to any particular provision of such agreement (or such certificate or document); (c) references to any Article, Section, Schedule, Exhibit or Annex are references to Articles, Sections, Schedules, Exhibits and Annexes in or to such agreement (or the certificate or other document in which the reference is made), and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (d) the term "including" means "including without limitation"; (e) references to any Applicable Law refer to that Applicable Law as amended from time to time and include any successor Applicable Law; (f) references to any agreement refer to that agreement as from time to time amended, restated or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (g) references to any Person include that Person's permitted successors and assigns; (h) headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof; (i) unless otherwise provided, in the calculation of time from a specified date to a later specified date, the term "from" means "from and including", and the terms "to" and "until" each means "to but excluding"; (j) terms in one gender include the parallel terms in the neuter and opposite gender; (k) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day and (l) the term "or" is not exclusive.

SECTION 1.03. SOFR Notification. Section 5.04(c) of this Agreement provides a mechanism for determining an alternative rate of interest in the event that the Term SOFR Rate or Daily 1M SOFR is no longer available or in certain other circumstances. The Administrative Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the Term SOFR Rate, Daily 1M SOFR or with respect to any alternative or successor rate thereto, or replacement rate therefor.

SECTION 1.04. Conforming Changes Relating to SOFR. With respect to the Term SOFR Rate and Daily 1M SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in

any other Transaction Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document; provided that, with respect to any such amendment effected, the Administrative Agent shall provide notice to the Seller and the Purchasers of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

ARTICLE II

TERMS OF THE PURCHASES AND INVESTMENTS

SECTION 2.01. Purchase Facility.

(a) *Investments.* Upon a request by the Seller pursuant to Section 2.02, and on the terms and subject to the conditions hereinafter set forth, the Purchasers shall, ratably in accordance with their respective Commitments, severally and not jointly, make such payment of Capital to the Seller, in either case, from time to time during the period from the Restatement Date to the Termination Date. Each such payment of Capital by a Purchaser to the Seller shall constitute an Investment hereunder for all purposes. Under no circumstances shall any Purchaser be obligated to make any Investment if, after giving effect thereto:

- (i) the Aggregate Capital would exceed the Facility Limit at such time;
- (ii) the aggregate outstanding Capital of such Purchaser would exceed its Commitment; or
- (iii) the Aggregate Capital would exceed the Capital Coverage Amount at such time.

(b) *Sale of Receivables and Other Sold Assets.* In consideration of the Purchasers' respective agreements to make Investments in accordance with the terms hereof, the Seller, on the Restatement Date, on the date of each Investment and on each other date occurring on or prior to the Termination Date, hereby sells, assigns and transfers to the Administrative Agent (for the ratable benefit of the Purchasers according to their Capital as increased or reduced from time to time hereunder), all of the Seller's right, title and interest in, to and under all of the following, whether now or hereafter owned, existing or arising (collectively, the "Sold Assets"): (i) all Sold Receivables, (ii) all Related Security with respect to such Sold Receivables, (iii) all Collections with respect to such Sold Receivables and (iv) all proceeds of the foregoing. Such sales, assignments and transfers by the Seller shall, in each case, occur and be deemed to occur for all purposes in accordance with the terms hereof automatically without further action, notice or consent of any party.

(c) *Intended Characterization as a Purchase and Sale.* It is the intention of the parties to this Agreement that the transfer and conveyance of the Seller's right, title and interest in, to and under the Sold Assets to the Administrative Agent (for the ratable benefit of the Purchasers according to their Capital as increased or reduced from time to time hereunder) pursuant to this Agreement shall constitute a purchase and sale and not a pledge for security, and such purchase and sale of the Sold Assets hereunder shall be treated as a sale for all purposes

(except as provided in Sections 2.01(d) and 14.14). For the avoidance of doubt, this clause (c) shall not be construed to limit or otherwise modify Section 5.05 or any rights, interests, liabilities or obligations of any party thereunder.

(d) *Obligations Not Assumed.* Notwithstanding any provision contained in this Agreement or any other Transaction Document to the contrary, the foregoing sale, assignment, transfer and conveyance set forth in Section 2.01(b) does not constitute, and is not intended to result in, the creation or an assumption by the Administrative Agent or any Purchaser of any obligation or liability of the Seller, any Originator, the Servicer, or any other Person under or in connection with all, or any portion of, any Sold Assets, all of which shall remain the obligations and liabilities of the Seller, the Originators, the Servicer and such other Persons, as applicable.

(e) *Selection, Designation and Reporting of Sold Receivables.* The Seller (or the Servicer on its behalf) shall select and identify from the Pool Receivables all Sold Receivables to be sold pursuant to Section 2.01(b) in its sole discretion; provided, however, that (i) the Seller shall ensure that each Sold Receivable is an Eligible Receivable on the date when first included as a Sold Receivable, (ii) the Seller shall select Sold Receivables from the Pool Receivables on an invoice-by-invoice basis, and the Seller shall transfer pursuant to Section 2.01(b) 100% of its interest in any invoice that reflects Sold Receivables, such that all Receivables reflected or evidenced by such an invoice shall be included as Sold Receivables, and (iii) the Seller shall not select Sold Receivables in a manner that causes the aggregate Outstanding Balance of all Sold Receivables to exceed the Aggregate Capital. The Seller shall maintain (or cause the Servicer to maintain) books and records sufficient to readily identify the Sold Receivables. The Seller and Servicer shall cause all Sold Receivables to be identified on each Investment Request in accordance with Section 2.02(a) and on each Information Package and Interim Report delivered hereunder.

SECTION 2.02. Making Investments; Return of Capital. (a) Each Investment hereunder shall be made by prior written request from the Seller to the Administrative Agent and each Purchaser in the form of an Investment Request attached hereto as Exhibit A, provided that, at any time when PNC (or an Affiliate thereof) is the Administrative Agent hereunder, if the Seller enters into a separate written agreement with the Administrative Agent regarding Administrative Agent's PINACLE® auto-advance service (or any similar or replacement electronic loan administration service implemented by the Administrative Agent), then any request for Investment made using such service shall constitute an Investment Request, and each Investment made pursuant to such service shall be made on the date such Investment Request is received by the Administrative Agent. Each such request for an Investment shall be made no later than 1:00 p.m. (New York City time) on a Business Day (it being understood that any such request made after such time shall be deemed to have been made on the following Business Day) and shall specify (i) the amount of Capital requested (which amount shall (x) not be less than \$1,000,000 and shall be an integral multiple of \$100,000) and (y) not cause the aggregate Outstanding Balance of all Sold Receivables (after giving effect to the addition of Pool Receivables to the Sold Receivables in connection with such Investment) to (A) exceed the Aggregate Capital or (B) be less than the Aggregate Capital by \$10,000 or more, (ii) the allocation of such amount among the Purchasers (which shall be ratable based on the Commitments), (iii) the account to which the Capital of such Investment shall be distributed, (iv) the date such requested Investment is to be made (which shall be a Business Day

no earlier than the Business Day on which such request is made hereunder) and (v) all Pool Receivables that are or, effective upon the making of such Investment, will be, Sold Receivables.

(b) On the date of each Investment specified in the applicable Investment Request, the Purchasers shall, upon satisfaction of the applicable conditions set forth in Article VI and pursuant to the other conditions set forth in this Article II, make available to the Seller in same day funds an aggregate amount equal to the amount of Capital requested, at the account set forth in the related Investment Request.

(c) Each Purchaser's obligation shall be several, such that the failure of any Purchaser to make available to the Seller any funds in connection with any Investment shall not relieve any other Purchaser of its obligation, if any, hereunder to make funds available on the date such Investments are requested (it being understood, that no Purchaser shall be responsible for the failure of any other Purchaser to make funds available to the Seller in connection with any Investment hereunder).

(d) The Seller shall return in full the outstanding Capital of each Purchaser on the Seller Obligation Final Due Date. Prior thereto, the Seller shall, on each Settlement Date, reduce the outstanding Capital of the Purchasers to the extent required under Section 4.01 and otherwise in accordance with such Section 4.01 (subject to the priorities for payment set forth therein) by paying the amount of such reduction to the Purchasers in accordance with Section 4.02. Notwithstanding the foregoing, the Seller, in its discretion, shall have the right to reduce, in whole or in part by payment in accordance with Section 4.02, of the outstanding Capital of the Purchasers (i) at any time when PNC (or an Affiliate thereof) is the Administrative Agent hereunder, and to the extent the Seller has entered into a separate written Agreement with the Administrative Agent regarding Administrative Agent's PINACLE® auto-advance service (or any similar or replacement electronic loan administration service implemented by the Administrative Agent) pursuant to Section 2.02(a) hereof, on any Business Day, or (ii) otherwise, on any Business Day upon prior written notice thereof to the Administrative Agent and each Purchaser in the form of a Reduction Notice attached hereto as Exhibit E; provided, however, that (i) each such reduction shall be in a minimum aggregate amount of \$1,000,000 and shall be an integral multiple of \$100,000; provided, however that notwithstanding the foregoing, a reduction may be in an amount necessary to reduce any Capital Coverage Deficit existing at such time to zero, and (ii) any accrued Yield and Fees in respect of the portion(s) of Capital so reduced shall be paid in full immediately following Settlement Date.

(e) The Seller may, at any time upon at least thirty (30) days' prior written notice to the Administrative Agent and each Purchaser, terminate the Facility Limit in whole or ratably reduce the Facility Limit in part. Each partial reduction in the Facility Limit shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof, and no such partial reduction shall reduce the Facility Limit to an amount less than \$25,000,000. In connection with any partial reduction in the Facility Limit, the Commitment of each Purchaser shall be ratably reduced.

(f) In connection with any reduction of the Commitments, the Seller shall remit to the Administrative Agent (i) instructions regarding such reduction and (ii) for payment to the Purchasers, cash in an amount sufficient to pay (A) Capital of each Purchaser in excess of its

Commitment and (B) all other outstanding Seller Obligations with respect to such reduction (determined based on the ratio of the reduction of the Commitments being effected to the amount of the Commitments prior to such reduction or, if the Administrative Agent reasonably determines that any portion of the outstanding Seller Obligations is allocable solely to that portion of the Commitments being reduced or has arisen solely as a result of such reduction, all of such portion) including, without duplication, any associated Breakage Fees. Upon receipt of any such amounts, the Administrative Agent shall apply such amounts first to the reduction of the outstanding Capital, and second to the payment of the remaining outstanding Seller Obligations with respect to such reduction, including any Breakage Fees, by paying such amounts to the Purchasers.

SECTION 2.03. Yield and Fees.

(a) On each Settlement Date, the Seller shall, in accordance with the terms and priorities for payment set forth in Section 4.01, pay to each Purchaser, the Administrative Agent and the Structuring Agent certain fees (collectively, the “Fees”) in the amounts set forth in the fee letter agreements from time to time entered into, among the Seller, the applicable Purchaser and/or the Administrative Agent and the Structuring Agent (each such fee letter agreement, as amended, restated, supplemented or otherwise modified from time to time, collectively being referred to herein as the “Fee Letter”). Commitment Fees (as defined in the Fee Letter) shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Purchaser as provided in Section 2.06.

(b) The Capital of each Purchaser shall accrue Yield on each day when such Capital remains outstanding at the then applicable Yield Rate. The Seller shall pay all Yield (including, for the avoidance of doubt, all Yield accrued on Term SOFR Tranches during a Yield Period), Fees and Breakage Fees accrued during each Yield Period on each Settlement Date in accordance with the terms and priorities for payment set forth in Section 4.01.

(c) For the avoidance of doubt, the Seller’s obligation to pay all Fees and Yield hereunder when due shall not be contingent up the receipt or availability of Collections.

SECTION 2.04. Records of Investments and Capital. Each Purchaser shall record in its records, the date and amount of each Investment made by it hereunder, the Yield Rate with respect to the related Capital (and each portion thereof), the Yield accrued on such Purchaser’s Capital and each repayment and payment thereof. Subject to Section 14.03(c), such records shall be conclusive and binding absent manifest error. The failure to so record any such information or any error in so recording any such information shall not, however, limit or otherwise affect the obligations of the Seller hereunder or under the other Transaction Documents to repay the Capital of each Purchaser, together with all Yield accruing thereon and all other Seller Obligations.

SECTION 2.05. Selection of SOFR Rate.

(a) Subject to the following sentence, each Purchaser’s Capital (including all portions thereof) shall accrue Yield initially based on Daily 1M SOFR. Thereafter, so long as no Event of Termination has occurred and is continuing, the Seller may from time to time elect to change or continue the type of SOFR Rate borne by the Purchasers’ Capital or, subject to the minimum amount requirement set forth in Section 2.02, a portion thereof by notice to the

Administrative Agent not later than 11:00 a.m. (New York City time), one (1) Business Day prior to the expiration of any Yield Period provided, that for the avoidance of doubt, any change from Daily 1M SOFR to the Term SOFR Rate applicable to any Capital (or portion thereof) shall not be effective until the Monthly Settlement Date occurring after the date of such request. Any such notices requesting the continuation or conversion of any Capital (or any portion thereof) to the Administrative Agent may be given by telephone, telecopy, or other telecommunication device acceptable to the Administrative Agent (which notice shall be irrevocable once given and, if by telephone, shall be promptly confirmed in writing in a manner acceptable to the Administrative Agent).

(b) If, by the time required in Section 2.05(a), the Seller fails to select a SOFR Rate for any Capital (or portion thereof), such Capital (or portion thereof) shall automatically accrue Yield at Daily 1M SOFR plus the applicable SOFR Adjustment for the next occurring Yield Period.

SECTION 2.06. Defaulting Purchasers. Notwithstanding any provision of this Agreement to the contrary, if any Purchaser becomes a Defaulting Purchaser, then the following provisions shall apply for so long as such Purchaser is a Defaulting Purchaser:

(a) Commitment Fees (as defined in the Fee Letter) shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Purchaser.

(b) The Commitment and Capital of such Defaulting Purchaser shall not be included in determining whether the Majority Purchasers have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 14.01); provided, that, except as otherwise provided in Section 14.01, this clause (b) shall not apply to the vote of a Defaulting Purchaser in the case of an amendment, waiver or other modification requiring the consent of such Purchaser or each Purchaser directly affected thereby (if such Purchaser is directly affected thereby).

(c) In the event that the Administrative Agent, the Seller and the Servicer each agrees in writing that a Defaulting Purchaser has adequately remedied all matters that caused such Purchaser to be a Defaulting Purchaser, then on such date such Purchaser shall purchase at par such of the Capital of the other Purchasers as the Administrative Agent shall determine may be necessary in order for such Purchaser to hold such Capital in accordance with its Pro Rata Percentage; provided, that no adjustments shall be made retroactively with respect to fees accrued or payments made by or on behalf of the Seller while such Purchaser was a Defaulting Purchaser, and provided, further, that except to the extent otherwise agreed by the affected parties, no change hereunder from Defaulting Purchaser to Purchaser that is not a Defaulting Purchaser will constitute a waiver or release of any claim of any party hereunder arising from that Purchaser having been a Defaulting Purchaser.

ARTICLE III

[RESERVED]

ARTICLE IV

SETTLEMENT PROCEDURES AND PAYMENT PROVISIONS

SECTION 4.01. Settlement Procedures.

(a) On each Settlement Date, the Administrative Agent shall, distribute Collections then on deposit in the Cash Collateral Account(s) and then available for distribution therefrom in the following order of priority:

(i) first, if such Settlement Date is a Monthly Settlement Date, to the Servicer for the payment of unpaid Servicing Fees accrued up to (but excluding) such Settlement Date;

(ii) second, to each Purchaser and other Purchaser Party (ratably, based on the amount then due and owing), all unpaid Yield, Fees and Breakage Fees accrued up to (but excluding) such Settlement Date (plus any additional amounts or indemnified amounts payable under Sections 5.03 and 13.01 in respect of such payments);

(iii) third, as set forth in clause (x), (y) or (z) below, as applicable:

(x) prior to the occurrence of the Termination Date, to the extent that a Capital Coverage Deficit exists on such date, to the Purchasers (ratably, based on the aggregate outstanding Capital of each Purchaser at such time) for the return of a portion of the outstanding Aggregate Capital at such time, in an aggregate amount equal to the amount necessary to reduce the Capital Coverage Deficit to zero (\$0);

(y) on and after the occurrence of the Termination Date, to each Purchaser (ratably, based on the aggregate outstanding Capital of each Purchaser at such time) for the return in full of the aggregate outstanding Capital of such Purchaser at such time; or

(z) prior to the occurrence of the Termination Date, at the election of the Seller and in accordance with Section 2.02(d), to the return of all or any portion of the outstanding Capital of the Purchasers at such time (ratably, based on the aggregate outstanding Capital of each Purchaser at such time);

(iv) fourth, to the Purchaser Parties, the Affected Persons and the Seller Indemnified Parties (ratably, based on the amount due and owing at such time), for the payment of all other Seller Obligations then due and owing by the Seller to the Purchaser Parties, the Affected Persons and the Seller Indemnified Parties; and

(v) fifth, the balance, if any, to be paid to the Seller for its own account.

Amounts payable pursuant to clauses first through fourth above shall be deemed to have been paid (at each level of priority) first from available Collections on Sold Receivables and other

Sold Assets, and second, to the extent necessary in order to make all such payments in full, from Collections on Unsold Receivables and other Seller Collateral. The Seller's right to receive payments (if any) from time to time pursuant to clause fifth above shall, to the extent arising from Collections on Sold Receivables, constitute compensation to the Seller for the Seller's provision of the Seller Guaranty and the Purchaser Parties' interests in the Seller Collateral.

(b) All payments or distributions to be made by the Servicer, the Seller and any other Person to the Purchasers (or their respective related Affected Persons and the Seller Indemnified Parties), shall be paid or distributed to such Purchaser at its Purchaser's Account. Each Purchaser, upon its receipt in the applicable Purchaser's Account of any such payments or distributions, shall retain for its own account and distribute such amounts to the applicable related Affected Persons and the related Seller Indemnified Parties ratably; provided that if such Purchaser shall have received insufficient funds to pay all of the above amounts in full on any such date, such Purchaser shall retain and pay such amounts to the applicable Affected Persons and the Seller Indemnified Parties within in accordance with the priority of payments forth above, and with respect to any such category above for which there are insufficient funds to pay all amounts owing on such date, ratably (based on the amounts in such categories owing to the Purchaser and each such other Person) among all such Persons in such Group entitled to payment thereof.

(c) If and to the extent the Administrative Agent, any Purchaser Party, any Affected Person or any Seller Indemnified Party shall be required for any reason to pay over to any Person (including any Obligor or any trustee, receiver, custodian or similar official in any Insolvency Proceeding) any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the Seller and, accordingly, the Administrative Agent, such Purchaser Party, such Affected Person or such Seller Indemnified Party, as the case may be, shall have a claim against the Seller for such amount.

(d) Any Third-Party Collections on deposit in the Cash Collateral Account shall not be applied pursuant to Section 4.01(a) and shall instead be remitted to the Servicer for distribution to the Person entitled thereto in accordance with Section 9.03(d).

(e) For the purposes of this Section 4.01:

(i) if on any day the Outstanding Balance of any Pool Receivable is reduced or adjusted as a result of any defective, rejected, returned, repossessed or foreclosed goods or services, or any revision, cancellation, allowance, rebate, credit memo, discount or other adjustment made by the Seller, any Originator, the Servicer or any Affiliate of the Servicer, or any setoff, counterclaim or dispute between the Seller or any Affiliate of the Seller, an Originator or any Affiliate of an Originator, or the Servicer or any Affiliate of the Servicer, and an Obligor, the Seller shall be deemed to have received on such day a Collection of such Pool Receivable in the amount of such reduction or adjustment and, to the extent that (x) a Capital Coverage Deficit exists on such day or (y) the foregoing occurs on or after the Termination Date, shall, in each case, within two (2) Business Days, pay any and all such amounts in respect thereof to a Cash Collateral Account or Collection Account (or as otherwise directed by the Administrative Agent at such time) for the benefit of the Purchaser Parties for application pursuant to Section 4.01(a); provided that if the collectability or enforceability of any Pool Receivable is

materially and adversely affected by any member of the Cyxtera Corporate Group rejecting any executory contract or unexpired lease under Section 365 of the Bankruptcy Code, then for purposes of this clause (i), upon such rejection the Originators and the Servicer will be deemed to have cancelled such Pool Receivable and the Seller shall be deemed to have received a Collection of such Pool Receivable's entire Outstanding Balance within one Business Days of such rejection and any payment, if any, pursuant to this clause (i) would be due within three (3) Business Days;

(ii) if on any day any of the representations or warranties in Section 7.01(m) or (u) is not true with respect to any Pool Receivable, the Seller shall be deemed to have received on such day a Collection of such Pool Receivable in full and, to the extent that (x) a Capital Coverage Deficit exists on such day or (y) the foregoing occurs on or after the Termination Date, shall, in each case, immediately pay the amount of such deemed Collection to a Cash Collateral Account or Collection Account (or as otherwise directed by the Administrative Agent at such time) for the benefit of the Purchaser Parties for application pursuant to Section 4.01(a) (Collections deemed to have been received pursuant to Section 4.01(d) are hereinafter sometimes referred to as "Deemed Collections");

(iii) except as provided in clauses (i) or (ii) above or otherwise required by Applicable Law or the relevant Contract, all Collections received from an Obligor of any Receivable shall be applied to the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable, unless such Obligor designates in writing its payment for application to specific Receivables; and

(iv) if and to the extent the Administrative Agent, any Purchaser Party, any Affected Person or any Seller Indemnified Party shall be required for any reason to pay over to an Obligor (or any trustee, receiver, custodian or similar official in any Insolvency Proceeding) any amount received by it hereunder, such amount shall be deemed not to have been so received by such Person but rather to have been retained by the Seller and, accordingly, such Person shall have a claim against the Seller for such amount, payable when and to the extent that any distribution from or on behalf of such Obligor is made in respect thereof.

SECTION 4.02. Payments and Computations, Etc. (a) All amounts to be paid by the Seller or the Servicer to the Administrative Agent, any Purchaser Party, any Affected Person or any Seller Indemnified Party hereunder shall be paid no later than noon (New York City time) on the day when due in same day funds to the applicable Purchaser's Account.

(b) Each of the Seller and the Servicer shall, to the extent permitted by Applicable Law, pay interest on any amount not paid or deposited by it when due hereunder, at an interest rate per annum equal to 2.50% per annum above the Base Rate, payable on demand.

(c) All computations of interest under subsection (b) above and all computations of Yield, Fees and other amounts hereunder shall be made on the basis of a year of 360 days (or, in the case of amounts determined by reference to the Base Rate, 365 or 366 days, as applicable) for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business

Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

ARTICLE V

INCREASED COSTS; FUNDING LOSSES; TAXES; ILLEGALITY AND BACK-UP SECURITY INTEREST

SECTION 5.01. Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Affected Person (except any such reserve requirements reflected in the Term SOFR Rate or Daily 1M SOFR);

(ii) subject any Purchaser Party to any Taxes (except to the extent such Taxes are (A) Indemnified Taxes for which relief is sought under Section 5.03, (B) Taxes described in clause (b) through (d) of the definition of Excluded Taxes or (C) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Affected Person any other condition, cost or expense (other than Taxes) (A) affecting the Sold Assets, the Seller Collateral, this Agreement, any other Transaction Document, any Capital or any participation therein or (B) affecting its obligations or rights to make Investments or fund or maintain Capital;

and the result of any of the foregoing shall be to increase the cost to such Affected Person of (A) acting as the Administrative Agent or a Purchaser hereunder with respect to the transactions contemplated hereby, (B) making any Investment or funding or maintaining any Capital (or any portion thereof) or (C) maintaining its obligation to make any Investment or to fund or maintain any Capital (or any portion thereof), or to reduce the amount of any sum received or receivable by such Affected Person hereunder, then, upon request of such Affected Person, the Seller shall pay to such Affected Person such additional amount or amounts as will compensate such Affected Person for such additional costs incurred or reduction suffered, provided, that upon such request, Seller may, at its option, declare the Termination Date to have occurred.

(b) Capital and Liquidity Requirements. If any Affected Person determines that any Change in Law affecting such Affected Person or any lending office of such Affected Person or such Affected Person's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of (x) increasing the amount of capital required to be maintained by such Affected Person or Affected Person's holding company, if any, (y) reducing the rate of return on such Affected Person's capital or on the capital of such Affected Person's holding company, if any, or (z) causing an internal capital or liquidity charge or other imputed cost to be assessed upon

such Affected Person or Affected Person's holding company, if any, in each case, as a consequence of (A) this Agreement or any other Transaction Document, (B) the commitments of such Affected Person hereunder or under any other Transaction Document, (C) the Investments made by such Affected Person, or (D) any Capital (or portion thereof), to a level below that which such Affected Person or such Affected Person's holding company could have achieved but for such Change in Law (taking into consideration such Affected Person's policies and the policies of such Affected Person's holding company with respect to capital adequacy and liquidity), then from time to time, upon request of such Affected Person, the Seller will pay to such Affected Person such additional amount or amounts as will compensate such Affected Person or such Affected Person's holding company for any such increase, reduction or charge.

(c) Non-Discriminatory Treatment. Notwithstanding the foregoing, the Seller shall have no obligations under this Section 5.01 unless the applicable Affected Person certifies to the Seller that it is claiming the additional costs or reductions (as applicable) set forth herein that it is making similar requests to other borrowers similarly situated and affected by such Change in Law and from whom such Affected Person is entitled to seek similar amounts.

(d) Certificates for Reimbursement. A certificate of an Affected Person setting forth the amount or amounts necessary to compensate such Affected Person or its holding company, as the case may be, as specified in clause (a) or (b) of this Section and delivered to the Seller, shall be conclusive absent manifest error. The Seller shall, subject to the priorities of payment set forth in Section 4.01, pay such Affected Person the amount shown as due on any such certificate on the first Settlement Date occurring after the Seller's receipt of such certificate.

(e) Delay in Requests. Failure or delay on the part of any Affected Person to demand compensation pursuant to this Section shall not constitute a waiver of such Affected Person's right to demand such compensation, provided that the Seller shall not be required to compensate any Person pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Person notifies the Seller of the Change in Law giving rise to such increased costs or reductions, and of such Person's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 5.02. Funding Losses.

(a) The Seller will pay each Purchaser all Breakage Fees.

(b) A certificate of a Purchaser setting forth the amount or amounts necessary to compensate such Purchaser, as specified in clause (a) above and delivered to the Seller, shall be conclusive absent manifest error. The Seller shall, subject to the priorities of payment set forth in Section 4.01, pay such Purchaser the amount shown as due on any such certificate on the first Settlement Date occurring after the Seller's receipt of such certificate.

SECTION 5.03. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Seller under any Transaction Document shall be made without deduction or

withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law, and, if such Tax is an Indemnified Tax, then the sum payable by the Seller shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section), the applicable Purchaser Party receives an amount equal to the sum it would have received had no such deduction or withholding been made. For the avoidance of doubt, FATCA shall constitute an “Applicable Law” for purposes of this Section 5.03.

(b) Payment of Other Taxes by the Seller. The Seller shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or, at the option of the Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Seller. The Seller shall indemnify each Purchaser Party, within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Purchaser Party or required to be withheld or deducted from a payment to such Purchaser Party and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth with sufficient detail as to the nature and amount of such payment or liability delivered to the Seller by a Purchaser Party (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Purchaser Party, shall be conclusive absent manifest error.

(d) Indemnification by the Purchasers. Each Purchaser shall severally indemnify the Administrative Agent, within ten days after demand therefor, for (i) any Indemnified Taxes attributable to such Purchaser or any of its Affiliates that are Affected Persons (but only to the extent that the Seller and its Affiliates have not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting any obligation of the Seller, the Servicer or their Affiliates to do so), (ii) any Taxes attributable to the failure of such Purchaser or any of its Affiliates that are Affected Persons to comply with Section 14.03(f) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Purchaser or any of its Affiliates that are Affected Persons, in each case, that are payable or paid by the Administrative Agent in connection with any Transaction Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Purchaser by the Administrative Agent shall be conclusive absent manifest error. Each Purchaser hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Purchaser or any of its Affiliates that are Affected Persons under any Transaction Document or otherwise payable by the Administrative Agent to such Purchaser or any of its Affiliates that are Affected Persons from any other source against any amount due to the Administrative Agent under this clause (d).

(e) Evidence of Payments. As soon as practicable after any payment of Taxes by the Seller to a Governmental Authority pursuant to this Section 5.03, the Seller shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the relevant portion of the Tax return (with appropriate redaction, if necessary) reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Purchaser Parties.

(i) Any Purchaser Party that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Transaction Document shall deliver to the Seller and the Administrative Agent, at the time or times reasonably requested by the Seller or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Seller or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Purchaser Party, if reasonably requested by the Seller or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Seller or the Administrative Agent as will enable the Seller or the Administrative Agent to determine whether or not such Purchaser Party is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 5.03(f)(ii)(A), 5.03(f)(ii)(B) and 5.03(g)) shall not be required if, in the Purchaser Party's reasonable judgment, such completion, execution or submission would subject such Purchaser Party to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Purchaser Party.

(ii) Without limiting the generality of the foregoing:

(A) a Purchaser that is a U.S. Person shall deliver to the Seller and the Administrative Agent on or about the date on which such Purchaser becomes party to this Agreement and from time to time thereafter upon the reasonable request of the Seller or the Administrative Agent, executed copies of Internal Revenue Service Form W-9 certifying that such Purchaser is exempt from U.S. federal backup withholding tax;

(B) any Purchaser that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Seller and the Administrative Agent (in such number of copies as shall be requested by the Affected Person) from time to time upon the reasonable request of the Seller or the Administrative Agent, whichever of the following is applicable:

(1) in the case of such a Purchaser claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Transaction Document, executed copies of Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E, as applicable,

establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Transaction Document, Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed copies of Internal Revenue Service Form W-8ECI;

(3) in the case of such a Purchaser claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Purchaser is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Seller within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” related to the Seller described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E, as applicable; or

(4) to the extent such Purchaser is not the beneficial owner, executed originals of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if such Purchaser is a partnership and one or more direct or indirect partners of such Purchaser are claiming the portfolio interest exemption, such Purchaser may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner; and

(C) any Purchaser that is not a U.S. Person shall, to the extent it is legally entitled to do so, deliver to the Seller and the Administrative Agent (in such number of copies as shall be requested by the recipient), from time to time upon the reasonable request of the Seller or the Administrative Agent, executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Seller or the Administrative Agent to determine the withholding or deduction required to be made.

(g) Documentation Required by FATCA. If a payment made to a Purchaser under any Transaction Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Purchaser were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Purchaser shall deliver to the Seller and the Administrative Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Seller or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Seller or the Administrative Agent as may be necessary for the Seller and the Administrative Agent to comply with their obligations under FATCA and to determine that such Purchaser has complied with such Purchaser's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) Administrative Agent. If the Administrative Agent is a U.S. Person, on or prior to the date on which it becomes the Administrative Agent under this Agreement, the Administrative Agent shall deliver to the Seller two executed copies of Internal Revenue Service Form W-9. If the Administrative Agent is not a U.S. Person, unless any Event of Termination has occurred and continues prior to the date on which it becomes the Administrative Agent under this Agreement, it shall provide to the Seller on or prior to the date on which it becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Seller) (A) two executed copies of Form W-8ECI with respect to any amounts payable to the Administrative Agent for its own account, and (B) two executed copies of Internal Revenue Service Form W-8IMY (or any applicable successor forms) with respect to any amounts it receives for the account of others hereunder certifying that it is entitled to receive such amounts without deduction or withholding for any U.S. federal withholding Taxes or FATCA (in the event that any Event of Termination has occurred and continues prior to the date on which it becomes the Administrative Agent under this Agreement, an Administrative Agent that is not a U.S. Person may provide any properly completed Form W-8 (or any successor form)).

(i) Survival. Each party's obligations under this Section 5.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Purchaser Party or any other Affected person, the termination of the Commitments and the repayment, satisfaction or discharge of all the Seller Obligations and the Servicer's obligations hereunder.

(j) Updates. Each Purchaser Party agrees that if any form or certification it previously delivered pursuant to this Section 5.03 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Seller and the Administrative Agent in writing of its legal inability to do so.

(k) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified

party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (k) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (k), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (k) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payment or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

SECTION 5.04. Inability to Determine SOFR Rate; Change in Legality.

(a) If any Purchaser shall have determined (which determination shall be conclusive and binding upon the parties hereto absent manifest error) before the first day of any Yield Period (with respect to the SOFR Rate determined by reference to the Term SOFR Rate) or on any day (with respect to the SOFR Rate determined by reference to Daily 1M SOFR), either that: (i) the SOFR Rate cannot be determined because it is not available or published on a current basis, (ii) adequate and reasonable means do not exist for ascertaining the SOFR Rate for such Yield Period or day, as applicable, or (iii) the SOFR Rate determined pursuant hereto does not accurately reflect the cost to the applicable Purchaser (as conclusively determined by such Purchaser) of funding or maintaining any Portion of Capital during such Yield Period or day, as applicable, such Purchaser shall promptly give telephonic notice of such determination, confirmed in writing, to the Administrative Agent and the Seller before the first day of any Yield Period (with respect to the SOFR Rate determined by reference to the Term SOFR Rate) or on such day (with respect to the SOFR Rate determined by reference to Daily 1M SOFR). Upon delivery of such notice: (i) no Portion of Capital shall be funded thereafter at the SOFR Rate, and shall instead be funded at the Base Rate, unless and until such Purchaser shall have given notice to the Seller and the Administrative Agent that the circumstances giving rise to such determination no longer exist and (ii) with respect to any outstanding Portion of Capital then funded at the SOFR Rate, the Yield Rate with respect to such Portion of Capital shall automatically be converted to the Base Rate on the last day of the then-current Yield Period (with respect to the SOFR Rate determined by reference to the Term SOFR Rate) or immediately (with respect to the SOFR Rate determined by reference to Daily 1M SOFR).

(b) If at any time any time any Purchaser shall have determined (which determination shall be final and conclusive absent manifest error) that the funding or maintenance of any Portion of Capital at or by reference to the SOFR Rate has been made impracticable or unlawful by compliance by such Purchaser in good faith with any Applicable Law or any interpretation or application thereof by any Governmental Authority or with any request or directive of any such Governmental Authority (whether or not having the force of law), such Purchaser shall notify the Seller and the Administrative Agent thereof. Upon receipt of such notice, until the applicable Purchaser notifies the Seller and the Administrative Agent that the circumstances giving rise to such determination no longer apply, (i) no Portion of Capital shall be

funded thereafter at the SOFR Rate, and shall instead be funded at the Base Rate, unless and until such Purchaser shall have given notice to the Administrative Agent and the Seller that the circumstances giving rise to such determination no longer exist and (ii) with respect to any outstanding Portion of Capital then funded at the SOFR Rate, the Yield Rate with respect to such Portion of Capital shall automatically and immediately be converted to the Base Rate.

(c) (i) Notwithstanding anything to the contrary herein or in any other Transaction Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Transaction Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Purchasers without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Purchasers comprising the Majority Purchasers.

(ii) In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document.

(iii) The Administrative Agent will promptly notify the Seller and the Purchasers of (A) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (iv) below and (E) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Purchaser (or group of Purchasers) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Transaction Document except, in each case, as expressly required pursuant to this Section.

(iv) Notwithstanding anything to the contrary herein or in any other Transaction Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Yield Period" (or any similar or

analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Yield Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Upon the Seller’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Seller may revoke any request for an Investment, or a conversion to or continuation of Capital, accruing Yield at the SOFR Rate to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Seller will be deemed to have converted any such request into a request for an Investment, or a conversion of Capital to Capital, accruing Yield at the Base Rate, and, for the avoidance of doubt, all outstanding Capital accruing Yield at the SOFR Rate shall automatically be converted to Capital accruing Yield at the Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(vi) As used in this Section:

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark that is or may be used for determining the length of a Yield Period or (y) otherwise, any payment period for Yield calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, the SOFR Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to this Section. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor, the sum of (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Seller as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment; provided that if the Benchmark Replacement as so determined above would be less

than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Transaction Documents and provided further, that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor for any setting of such Unadjusted Benchmark Replacement the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Seller for the applicable Corresponding Tenor giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time; provided that, if the then-current Benchmark is a term rate, more than one tenor of such Benchmark is available as of the applicable Benchmark Replacement Date and the applicable Unadjusted Benchmark Replacement will not be a term rate, the Available Tenor of such Benchmark for purposes of this definition of “Benchmark Replacement Adjustment” shall be deemed to be the Available Tenor that has approximately the same length (disregarding business day adjustments) as the payment period for interest calculated with reference to such Unadjusted Benchmark Replacement.

“Benchmark Replacement Date” means a date and time determined by the Administrative Agent, which date shall be at the end of a Yield Period or day (as applicable) and no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date determined by the Administrative Agent, which date shall promptly follow the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available

Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, the occurrence of one or more of the following events, with respect to any then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Administrative Agent, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Administrative Agent announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with this Section and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all

purposes hereunder and under any Transaction Document in accordance with this Section.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the SOFR Rate or, if no floor is specified, zero.

“Reference Time” means, with respect to any setting of the then-current Benchmark, the time determined by the Administrative Agent in its reasonable discretion.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment

SECTION 5.05. Back-Up Security Interest.

(a) If, notwithstanding the intent of the parties stated in Section 2.01(c), the sale, assignment and transfer of any Sold Assets to the Administrative Agent (for the ratable benefit of the Purchasers) hereunder (including pursuant to Section 2.01(b)) is not treated as a sale for all purposes (except as provided in Sections 2.01(d) and 14.14), then such sale, assignment and transfer of such Sold Assets shall be treated as the grant of a security interest by the Seller to the Administrative Agent (for the ratable benefit of the Purchasers) to secure the payment and performance of all the Seller’s obligations to the Administrative Agent, the Purchasers and the other Secured Parties hereunder and under the other Transaction Documents (including all Seller Obligations). Therefore, as security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of the Aggregate Capital and all Yield and all other Seller Obligations, the Seller hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, a continuing security interest in, all of the Seller’s right, title and interest in, to and under all of the Sold Assets, whether now or hereafter owned, existing or arising.

(b) The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Sold Assets, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC. The Seller hereby authorizes the Administrative Agent to file financing statements describing the collateral covered thereby as “all of the debtor’s personal

property or assets” or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(c) For the avoidance of doubt, (i) the grant of security interest pursuant to this Section 5.05 shall be in addition to, and shall not be construed to limit or modify, the sale of Sold Assets pursuant to Section 2.01(b) or the Seller’s grant of security interest pursuant to Section 12.09, (ii) nothing in Section 2.01 shall be construed as limiting the rights, interests (including any security interest), obligations or liabilities of any party under this Section 5.05, and (iii) subject to the foregoing clauses (i) and (ii), this Section 5.05 shall not be construed to contradict the intentions of the parties set forth in Section 2.01(c).

ARTICLE VI

CONDITIONS TO EFFECTIVENESS AND INVESTMENTS

SECTION 6.01. Conditions Precedent to Effectiveness. The effectiveness of this Agreement is subject to the following conditions precedent:

(a) the Administrative Agent and each Purchaser shall be reasonably satisfied that the Administrative Agent and each of the other Secured Parties shall have protections provided for in the Interim Order and, to the extent then entered, the Final Order, including the protection of Section 364(e) of the Bankruptcy Code with respect to any priority or lien granted or debt incurred pursuant to said Interim Order or Final Order;

(b) the Administrative Agent and each Purchaser shall have received a copy of the Interim Order, in form and substance reasonably satisfactory to the Administrative Agent and each Purchaser, entered by the Bankruptcy Court that is in full force and effect and has not been vacated or reversed, is not subject to a stay, and has not been modified or amended (except for modifications or amendments approved in writing by the Administrative Agent and each Purchaser, in each case, acting in their reasonable discretion);

(c) the Administrative Agent and each Purchaser shall have received (i) evidence that all “first day orders” and all related pleadings intended to be entered on or prior to the entry of the Interim Order (including “a cash management order”) shall have been entered by the Bankruptcy Court and shall be reasonably satisfactory in form and substance to the Administrative Agent and (ii) forms of “second day orders” filed but not yet entered, which are in form and substance reasonably satisfactory to the Administrative Agent;

(d) the Administrative Agent and each Purchaser shall have received a copy of the “Eligible DIP Order” (as defined in the Financing Orders) entered by the Bankruptcy Court that is in full force and effect and has not been vacated or reversed, is not subject to a stay, and has not been modified or amended (other than any amendment or modification approved in writing by the Administrative Agent and each Purchaser in their reasonable discretion) and evidence that the effectiveness of the Eligible DIP Facility (as defined in the Financing Orders) shall occur substantially simultaneously with the effectiveness of this Agreement;

(e) the Administrative Agent shall have received each of the documents, agreements (in fully executed form), opinions of counsel, lien search results, UCC filings,

certificates and other deliverables listed on the closing memorandum attached as Exhibit I hereto, in each case, in form and substance acceptable to the Administrative Agent;

(f) all fees and expenses payable by the Seller on the Restatement Date to the Purchaser Parties have been paid in full in accordance with the terms of the Transaction Documents (including all attorney fees that have been invoiced at least two (2) Business Days prior to the date that the Interim Order is entered by the Bankruptcy Court); and

(g) (i) the Administrative Agent (or its counsel) shall have received executed copies of the DIP Term Loan Credit Agreement and (ii) the DIP Term Loan Credit Agreement shall become effective substantially concurrently with this Agreement.

SECTION 6.02. Conditions Precedent to All Investments. Each Investment hereunder on or after the Restatement Date shall be subject to the conditions precedent that:

(a) the Seller shall have delivered to the Administrative Agent and each Purchaser an Investment Request for such Investment, in accordance with Section 2.02(a);

(b) the Servicer shall have delivered to the Administrative Agent and each Purchaser both (i) an Interim Report on the date of such Investment and (ii) all Information Packages and other Interim Reports required to be delivered hereunder;

(c) the conditions precedent to such Investment specified in Section 2.01(i) through (iv), shall be satisfied;

(d) on the date of such Investment the following statements shall be true and correct (and upon the occurrence of such Investment, the Seller and the Servicer shall be deemed to have represented and warranted that such statements are then true and correct):

(i) the representations and warranties of the Seller and the Servicer contained in Sections 7.01 and 7.02 are true and correct in all material respects on and as of the date of such Investment as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;

(ii) no Event of Termination or Unmatured Event of Termination has occurred and is continuing, and no Event of Termination or Unmatured Event of Termination would result from such Investment;

(iii) no Capital Coverage Deficit exists or would exist after giving effect to such Investment; and

(iv) the Termination Date has not occurred.

SECTION 6.03. Conditions Precedent to All Releases. Each Release hereunder shall be subject to the conditions precedent that:

(a) after giving effect to such Release, Collections shall be on deposit in the Cash Collateral Account(s) in an amount sufficient to pay the sum of (x) all accrued and unpaid Servicing Fees, Yield, Fees and Breakage Fees, in each case, through the date of such Release, (y) the amount of any Capital Coverage Deficit and (z) the amount of all other accrued and unpaid Seller Obligations through the date of such Release;

(b) the Seller shall use the proceeds of such Release solely to pay the purchase price for Receivables purchased by the Seller in accordance with the terms of the Purchase and Sale Agreement and amounts owing by the Seller to the Originators under the Subordinated Notes; and

(c) on the date of such Release the following statements shall be true and correct (and upon the occurrence of such Release, the Seller and the Servicer shall be deemed to have represented and warranted that such statements are then true and correct):

(i) the representations and warranties of the Seller and the Servicer contained in Sections 7.01 and 7.02 are true and correct in all material respects on and as of the date of such Release as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;

(ii) no Event of Termination or Unmatured Event of Termination has occurred and is continuing, and no Event of Termination or Unmatured Event of Termination would result from such Release;

(iii) no Capital Coverage Deficit exists or would exist after giving effect to such Release; and

(iv) the Termination Date has not occurred; and

(d) the Seller shall have delivered to the Administrative Agent by not later than 2:00 p.m. (New York City time) on the date of such Release, an Interim Report with data as of the close of business on the immediately preceding Business Day.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

SECTION 7.01. Representations and Warranties of the Seller. The Seller represents and warrants to each Purchaser Party as of the Restatement Date, on the date of each Release, on the date each Information Package, on each Settlement Date and on each day on which an Investment shall have occurred:

(a) Organization and Good Standing. The Seller is a limited liability company duly organized and validly existing in good standing under the laws of the State of Delaware and

has full power and authority under its constitutional documents and under the laws of its jurisdiction to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.

(b) Due Qualification. The Seller is duly qualified to do business as a limited liability company, is in good standing as a foreign limited liability company, and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. The Seller (i) has all necessary limited liability company power and authority to (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and (C) grant a security interest in the Sold Assets and Seller Collateral to the Administrative Agent on the terms and subject to the conditions herein provided and (ii) has duly authorized by all necessary limited liability company action such grant and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party.

(d) Binding Obligations. This Agreement and each of the other Transaction Documents to which the Seller is a party constitutes the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement and the other Transaction Documents to which the Seller is a party, and the fulfillment of the terms hereof and thereof, will not (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under its organizational documents or any indenture, sale agreement, credit agreement, loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument to which the Seller is a party or by which it or any of its properties is bound, (ii) result in the creation or imposition of any Adverse Claim upon any of the Sold Assets or Seller Collateral pursuant to the terms of any such indenture, credit agreement, loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument other than this Agreement and the other Transaction Documents or (iii) conflict with or violate any Applicable Law, except to the extent that any such conflict, breach, default, Adverse Claim or violation could not reasonably be expected to have a Material Adverse Effect.

(f) Litigation and Other Proceedings. Except for the Chapter 11 Cases, (i) there is no action, suit, proceeding or investigation pending or, to the best knowledge of the Seller, threatened, against the Seller before any Governmental Authority and (ii) the Seller is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts

the invalidity of this Agreement or any other Transaction Document, (B) seeks to prevent the grant of a security interest in any Sold Assets or Seller Collateral by the Seller to the Administrative Agent, the ownership or acquisition by the Seller of any Pool Receivables, any other Sold Assets or any Seller Collateral or the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document, (C) seeks any determination or ruling that would reasonably be expected to materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement or any other Transaction Document or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations would reasonably be expected to have a Material Adverse Effect.

(g) Governmental Approvals. Except where the failure to obtain or make such authorization, consent, order, approval or action could not reasonably be expected to have a Material Adverse Effect, all authorizations, consents, orders and approvals of, or other actions by, any Governmental Authority that are required to be obtained by the Seller in connection with the grant of a security interest in the Sold Assets or Seller Collateral to the Administrative Agent hereunder or the due execution, delivery and performance by the Seller of this Agreement or any other Transaction Document to which it is a party and the consummation by the Seller of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party have been obtained or made and are in full force and effect.

(h) Margin Regulations. The Seller is not engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meanings of Regulations T, U and X of the Board of Governors of the Federal Reserve System).

(i) Solvency. After giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, the Seller is Solvent.

(j) Offices; Legal Name. The Seller's sole jurisdiction of organization is the State of Delaware and such jurisdiction has not changed within four months prior to the date of this Agreement. The office of the Seller is located at 2333 Ponce De Leon Blvd, Suite 900, Coral Gables, FL 33134. The legal name of the Seller is Cyxtera Receivables Holdings, LLC.

(k) Investment Company Act; Volcker Rule. The Seller (i) is not, and is not controlled by, an "investment company" registered or required to be registered under the Investment Company Act and (ii) is not a "covered fund" under the Volcker Rule. In determining that the Seller is not a "covered fund" under the Volcker Rule, the Seller relies on, and is entitled to rely on, the exemption from the definition of "investment company" set forth in Section 3(c)(5) of the Investment Company Act.

(l) Reserved.

(m) Accuracy of Information. All Information Packages, Interim Reports, Investment Requests, certificates, reports, statements, documents and other information furnished to the Administrative Agent or any other Purchaser Party by or on behalf of the Seller pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement or any other

Transaction Document, is, at the time the same are so furnished, complete and correct in all material respects on the date the same are furnished to the Administrative Agent or such other Purchaser Party, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

(n) Anti-Money Laundering/International Trade Law Compliance. No: (a) Covered Entity: (i) is a Sanctioned Person, nor, to the best of the knowledge of the Seller, any employees, officers or directors of a Covered Entity is a Sanctioned Person; (ii) directly, or knowingly indirectly through any third party, is engaged in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions, or which otherwise are prohibited by any Applicable Laws of the United States or of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (b) property sold or pledged hereunder is Embargoed Property.

(o) Anti-Corruption Laws. Each Covered Entity has (a) conducted its business in compliance with all Anti-Corruption Laws and (b) has instituted and maintains policies and procedures reasonably designed to promote compliance with such Laws.

(p) Perfection Representations.

(i) This Agreement creates a valid and continuing ownership or security interest (as defined in the applicable UCC) in the Seller's right, title and interest in, to and under the Sold Assets and Seller Collateral which (A) ownership or security interest has been perfected and is enforceable against creditors of and purchasers from the Seller and (B) will be free of all Adverse Claims in such Sold Assets and Seller Collateral.

(ii) The Receivables constitute "accounts" or "general intangibles" within the meaning of Section 9-102 of the UCC.

(iii) Prior to the sale of, or grant of security interest in, the Sold Assets and Seller Collateral hereunder, the Seller owns and has good and marketable title to such Sold Assets and Seller Collateral free and clear of any Adverse Claim of any Person.

(iv) All appropriate financing statements, financing statement amendments and continuation statements have been filed in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect (and continue the perfection of) the sale and contribution of the Receivables and Related Security from each Originator to the Seller pursuant to the Purchase and Sale Agreement and the Seller's sale of, and grant of a security interest in, the Sold Assets and Seller Collateral to the Administrative Agent pursuant to this Agreement.

(v) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Sold Assets or Seller Collateral except as permitted by this Agreement and the other Transaction Documents. The Seller has not authorized the filing of and is not aware of any financing statements filed against the Seller that include a description of collateral covering the Sold Assets or Seller Collateral other than any financing statement (i) in favor of the Administrative Agent or (ii) that has been

terminated. The Seller is not aware of any judgment lien, ERISA lien or tax lien filings against the Seller.

(vi) Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations contained in this Section 7.01(p) shall be continuing and remain in full force and effect until the Final Payout Date.

(q) The Lock-Boxes and Collection Accounts.

(i) Nature of Collection Accounts. Each Collection Account constitutes a “deposit account” within the meaning of the applicable UCC.

(ii) Ownership. Each Lock-Box and Collection Account is in the name of the Seller, and the Seller owns and has good and marketable title to the Collection Accounts free and clear of any Adverse Claim.

(iii) Perfection. Within the time period required by Section 8.04, the Seller has delivered to the Administrative Agent a fully executed Account Control Agreement relating to each Lock-Box and Collection Account, pursuant to which each applicable Collection Account Bank has agreed to comply with the instructions originated by the Administrative Agent directing the disposition of funds in such Lock-Box and Collection Account without further consent by the Seller, the Servicer or any other Person. The Administrative Agent has “control” (as defined in Section 9-104 of the UCC) over each Collection Account.

(iv) Instructions. Neither the Lock-Boxes nor the Collection Accounts are in the name of any Person other than the Seller. Neither the Seller nor the Servicer has consented to the applicable Collection Account Bank complying with instructions of any Person other than the Administrative Agent.

(v) No Linked Accounts. Except for the Servicer’s Account, there are no “linked accounts” with respect to any Collection Account.

(r) Ordinary Course of Business. Each remittance of Collections by or on behalf of the Seller to the Purchaser Parties under this Agreement will have been (i) in payment of an obligation incurred by the Seller in the ordinary course of business or financial affairs of the Seller and (ii) made in the ordinary course of business or financial affairs of the Seller.

(s) Compliance with Law. The Seller has complied in all material respects with all Applicable Laws to which it may be subject.

(t) Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

(u) Eligible Receivables. Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance as of any date is an Eligible Receivable as of such date.

(v) Taxes. The Seller has (i) timely filed, in accordance with the Bankruptcy Code and subject to any required approvals of the Bankruptcy Court, all federal and other material tax returns (including state and local, as applicable) required to be filed by it and (ii) paid, or caused to be paid, all federal and other material taxes, assessments and other governmental charges that are required to be paid by it or with respect to the Receivables, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP.

(w) Tax Status. The Seller (i) is a “disregarded entity” within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes that is wholly owned by a U.S. Person and (ii) is not an association (or publicly traded partnership) taxable a corporation for U.S. federal income tax purposes. The Seller is not subject to any Tax in any jurisdiction outside the United States.

(x) Opinions. The facts regarding the Seller, the Servicer, each Originator, the Performance Guarantor, the Receivables, the Related Security and the related matters set forth or assumed in each of the opinions of counsel delivered in connection with this Agreement and the Transaction Documents are true and correct in all respects material to such opinions, other than the financial condition of the Filing Debtor and the commencement of the Chapter 11 Cases.

(y) Other Transaction Documents. Each representation and warranty made by the Seller under each other Transaction Document to which it is a party is true and correct in all material respects as of the date when made.

(z) Liquidity Coverage Ratio. The Seller does not, does not and will not during this Agreement issue any LCR Security. The Seller further represents and warrants that its assets and liabilities are consolidated with the assets and liabilities of Cyxtera for purposes of GAAP.

(aa) Beneficial Ownership Regulation. As of the Restatement Date, the Seller is an entity that is organized under the laws of the United States or of any state and at least 25% of whose common stock or analogous equity interest is owned directly or indirectly by a company listed on the New York Stock Exchange or the American Stock Exchange or designated as a NASDAQ National Market Security listed on the NASDAQ stock exchange and is excluded on that basis from the definition of “Legal Entity Customer” as defined in the Beneficial Ownership Regulation.

(bb) Certificate of Beneficial Ownership. The Certificate of Beneficial Ownership executed and delivered to the Administrative Agent and the Purchasers for the Seller on or prior to the Closing Date, as updated from time to time in accordance with this Agreement, is accurate, complete and correct as of the Closing Date and as of the date any such update is delivered. The Seller acknowledges and agrees that the Certificate of Beneficial Ownership is one of the Transaction Documents.

(cc) ERISA. No ERISA Event has occurred, and the Seller is not aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event which in each case would reasonably be expected to result in a Material Adverse Effect. Notwithstanding any other provision of this Agreement or any other Transaction Document, the

representations and warranties contained in this Section shall be continuing, and remain in full force and effect until the Final Payout Date.

Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations and warranties contained in this Section shall be continuing, and remain in full force and effect until the Final Payout Date.

SECTION 7.02. Representations and Warranties of the Servicer. The Servicer represents and warrants to each Purchaser Party as of the Restatement Date, on the date of each Release, on the date each Information Package, on each Settlement Date and on each day on which an Investment shall have occurred:

(a) Organization and Good Standing. The Servicer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Missouri, with the power and authority under its organizational documents and under the laws of Missouri to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.

(b) Due Qualification. Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, the Servicer is duly qualified to do business, is in good standing as a foreign entity and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business or the servicing of the Pool Receivables as required by this Agreement requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, the Servicer has all necessary power and authority to (i) execute and deliver this Agreement and the other Transaction Documents to which it is a party and (ii) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party have been duly authorized by the Servicer by all necessary action.

(d) Binding Obligations. Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, this Agreement and each of the other Transaction Documents to which it is a party constitutes legal, valid and binding obligations of the Servicer, enforceable against the Servicer in accordance with their respective terms.

(e) No Conflict or Violation. The execution and delivery of this Agreement and each other Transaction Document to which the Servicer is a party, the performance of the transactions contemplated by this Agreement and the other Transaction Documents and the fulfillment of the terms of this Agreement and the other Transaction Documents by the Servicer will not (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under, the organizational documents of

the Servicer or any indenture, sale agreement, credit agreement (including any DIP Facility), loan agreement, security agreement, mortgage, deed of trust or other agreement or instrument to which the Servicer is a party or by which it or any of its property is bound, (ii) result in the creation or imposition of any Adverse Claim upon any of the Sold Assets or Seller Collateral pursuant to the terms of any such indenture, credit agreement (including any DIP Facility), loan agreement, security agreement, mortgage, deed of trust or other agreement or instrument, other than this Agreement and the other Transaction Documents or (iii) conflict with or violate any Applicable Law, except to the extent that any such conflict, breach, default, Adverse Claim or violation could not reasonably be expected to have a Material Adverse Effect.

(f) Litigation and Other Proceedings. Except for the Chapter 11 Cases, there is no action, suit, proceeding or investigation pending, or to the Servicer's knowledge threatened, against the Servicer before any Governmental Authority: (i) asserting the invalidity of this Agreement or any of the other Transaction Documents; (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document; or (iii) seeking any determination or ruling that would reasonably be expected to materially and adversely affect the performance by the Servicer of its obligations under, or the validity or enforceability of, this Agreement or any of the other Transaction Documents.

(g) No Consents. The Servicer is not required to obtain the consent of any other party or any consent, license, approval, registration, authorization or declaration of or with any Governmental Authority in connection with the execution, delivery, or performance of this Agreement or any other Transaction Document to which it is a party that has not already been obtained, except where the failure to obtain such consent, license, approval, registration, authorization or declaration could not reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Applicable Law. The Servicer (i) shall duly satisfy in all material respects all obligations on its part to be fulfilled under or in connection with the Pool Receivables and the related Contracts, (ii) has maintained in effect all qualifications required under Applicable Law in order to properly service the Pool Receivables and (iii) has complied in all material respects with all Applicable Laws in connection with servicing the Pool Receivables.

(i) Accuracy of Information. All Information Packages, Interim Reports, Investment Requests, certificates, reports, statements, documents and other information furnished to the Administrative Agent or any other Purchaser Party by the Servicer pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement or any other Transaction Document, is, at the time the same are so furnished, complete and correct in all material respects on the date the same are furnished to the Administrative Agent or such other Purchaser Party, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

(j) Location of Records. The offices where the initial Servicer keeps all of its records relating to the servicing of the Pool Receivables are located at 2333 Ponce De Leon Blvd, Suite 900, Coral Gables, FL 33134.

(k) Credit and Collection Policy. The Servicer has complied in all material respects with the Credit and Collection Policy with regard to the Pool Receivables and the related Contracts, taken as a whole.

(l) Eligible Receivables. Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance as of any date is an Eligible Receivable as of such date.

(m) Servicing Programs. No license or approval is required for the Administrative Agent's use of any software or other computer program used by the Servicer, any Originator or any Sub-Servicer in the servicing of the Pool Receivables, other than those which have been obtained and are in full force and effect or where the failure to obtain such license or approval would not be reasonably likely to have a material adverse effect on the ability of the Administrative Agent or any of its assignees, agents or nominees to service the Pool Receivables.

(n) Other Transaction Documents. Each representation and warranty made by the Servicer under each other Transaction Document to which it is a party (including, without limitation, the Purchase and Sale Agreement) is true and correct in all material respects as of the date when made.

(o) Investment Company Act. The Servicer is not an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act.

(p) Anti-Money Laundering/International Trade Law Compliance. No: (a) Covered Entity: (i) is a Sanctioned Person, nor, to the best of the knowledge of the Servicer, any employees, officers or directors of a Covered Entity is a Sanctioned Person; (ii) directly, or knowingly indirectly through any third party, is engaged in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions, or which otherwise are prohibited by any Applicable Laws of the United States or of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (b) property sold or pledged hereunder is Embargoed Property.

(q) Anti-Corruption Laws. Each Covered Entity has (a) conducted its business in compliance with all Anti-Corruption Laws and (b) has instituted and maintains policies and procedures reasonably designed to promote compliance with such Laws.

(r) Reserved.

(s) Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

(t) Taxes. The Servicer has (i) timely filed all federal and other material tax returns (including state and local, as applicable) required to be filed by it and (ii) paid, or caused to be paid, all federal and other material taxes, assessments and other governmental charges that are required to be paid by it, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP.

(u) Opinions. The facts regarding the Seller, the Servicer, each Originator, the Performance Guarantor, the Receivables, the Related Security and the related matters set forth or assumed in each of the opinions of counsel delivered in connection with this Agreement and the Transaction Documents are true and correct in all respects material to such opinions, in each case, other than the financial conditions of the Filing Debtors and the commencement of the Chapter 11 Cases.

(v) Other Transaction Documents. Each representation and warranty made by the Servicer under each other Transaction Document to which it is a party is true and correct in all material respects as of the date when made.

(w) ERISA. No ERISA Event has occurred, and the Servicer is not aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event which in each case would reasonably be expected to result in a Material Adverse Effect.

(x) Effectiveness of Orders. The Interim Order at any time prior to the entry of the Final Order and, to the extent then entered, the Final Order, is in full force and effect and has not been vacated or reversed, is not subject to a stay, and has not been modified or amended (other than any amendment or modification approved in writing by the Administrative Agent and each Purchaser in their sole discretion).

(y) Compliance with Orders. The Servicer and each of the other members of the Cyxtera Corporate Group are in compliance in all material respects with the Interim Order at any time prior the entry of the Final Order and, to the extent then entered, the Final Order, in each case to the extent applicable

Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations and warranties contained in this Section shall be continuing, and remain in full force and effect until the Final Payout Date.

ARTICLE VIII

COVENANTS

SECTION 8.01. Covenants of the Seller. At all times from the Restatement Date until the Final Payout Date:

(a) Payment of Principal and Yield. The Seller shall duly and punctually pay Capital, Yield, Fees and all other amounts payable by the Seller hereunder in accordance with the terms of this Agreement.

(b) Existence. The Seller shall keep in full force and effect its existence and rights as a limited liability company under the laws of the State of Delaware, and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the other Transaction Documents, the Sold Assets and the Seller Collateral.

(c) Financial Reporting. The Seller will maintain a system of accounting established and administered in accordance with GAAP, and the Seller (or the Servicer on its behalf) shall furnish to the Administrative Agent and each Purchaser:

(i) Annual Financial Statements of the Seller. Promptly upon completion and in no event later than 120 days after the close of each fiscal year of the Seller, annual unaudited financial statements of the Seller certified by a Financial Officer of the Seller that they fairly present in all material respects, in accordance with GAAP, the financial condition of the Seller as of the date indicated and the results of its operations for the periods indicated.

(ii) Information Packages and Interim Reports. (A) As soon as available and in any event not later than two (2) Business Days prior to each Monthly Settlement Date, an Information Package as of the most recently completed Calculation Period, and (B) on each Business Day, an Interim Report with respect to the Pool Receivables reporting data as of the close of Business on the immediately preceding Business Day.

(iii) Other Information. Such other information (including non-financial information) as the Administrative Agent or any Purchaser may from time to time reasonably request;

(iv) Quarterly Financial Statements of Cyxtera. Commencing with the financial statements for the fiscal quarter ending March 31, 2023 on or before the date on which such financial statements are required or permitted to be filed with the SEC with respect to each of the first three fiscal quarters of each fiscal year of Cyxtera (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 60 days after the end of each such fiscal quarter), the unaudited consolidated balance sheet and statements of income of Cyxtera and its consolidated Subsidiaries as at the end of such fiscal quarter and the related unaudited consolidated statements of earnings and cash flows for such fiscal quarter and for the elapsed portion of the fiscal year ended with the last day of such fiscal quarter, in each case setting forth comparative figures for the corresponding fiscal quarter of (or, in the case of the balance sheet, as of the end of) the prior fiscal year, all of which shall be certified by a Financial Officer of Cyxtera that they fairly present in all material respects, in accordance with GAAP, the financial condition of Cyxtera and its consolidated Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes.

(v) Annual Financial Statements of Cyxtera. Commencing with the fiscal year ending December 31, 2023, on or before the date on which such financial statements are required or permitted to be filed with the SEC (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 120 days after the end of such fiscal year), the consolidated balance sheet of Cyxtera and its consolidated Subsidiaries as at the end of such fiscal year and the related consolidated statements of earnings and cash flows for such fiscal year setting forth comparative figures for the preceding fiscal year, all reported on by independent certified public accountants of recognized national standing (without a qualification as to the scope of the audit) (other

than any exception or explanatory paragraph, but not a qualification, that is expressly solely with respect to, or expressly resulting solely from, (A) an upcoming maturity date of any indebtedness under DIP Term Loan Credit Agreement or Material Indebtedness (as defined in the DIP Term Loan Credit Agreement) occurring within one year from the time such opinion is delivered or (B) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period) to the effect that such consolidated financial statements present fairly in all material respects, in accordance with GAAP, the financial condition of Cyxtera and its consolidated Subsidiaries as of the dates indicated and the results of their operations for the periods indicated.

(vi) Other Reports and Filings. Promptly (but in any event within ten days) after the filing or delivery thereof, copies of all financial information, proxy materials and reports, if any, which Cyxtera or any of its consolidated Subsidiaries shall publicly file with the SEC or deliver to holders (or any trustee, agent or other representative therefor) of any of its material Debt pursuant to the terms of the documentation governing the same.

(vii) Notwithstanding anything herein to the contrary, any financial information, proxy statements or other material required to be delivered pursuant to this paragraph (c) shall be deemed to have been furnished to each of the Administrative Agent and each Purchaser on the date that such report, proxy statement or other material is posted on the SEC's website at www.sec.gov.

(d) Notices. The Seller (or the Servicer on its behalf) will notify the Administrative Agent and each Purchaser in writing of any of the following events promptly upon (but in no event later than (x) in the case of clauses (i), (iv), (vii) and (x) below, three (3) Business Days and (y) otherwise, five (5) Business Days after) a Financial Officer or other officer learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) Notice of Events of Termination or Unmatured Events of Termination. A statement of a Financial Officer of the Seller setting forth details of any Event of Termination or Unmatured Event of Termination that has occurred and is continuing and the action which the Seller proposes to take with respect thereto.

(ii) Representations and Warranties. The failure of any representation or warranty made or deemed to be made by the Seller under this Agreement or any other Transaction Document to be true and correct in any material respect when made.

(iii) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding with respect to the Seller, the Servicer, the Performance Guarantor or any Originator, which with respect to any Person other than the Seller, could reasonably be expected to have a Material Adverse Effect.

(iv) Adverse Claim. (A) Any Person shall obtain an Adverse Claim upon the Sold Assets or Seller Collateral or any portion thereof, (B) any Person other than the Seller, the Servicer or the Administrative Agent shall obtain any rights or direct any action with respect to any Cash Collateral Account, Collection Account or related Lock-

Box or (C) any Obligor shall receive any change in payment instructions with respect to Pool Receivable(s) from a Person other than the Servicer or the Administrative Agent.

(v) Name Changes. Prompt written notice (which shall in any event be provided within ten (10) Business Days of such change or such longer period as the Administrative Agent may agree) of any change in any Originator's or Seller's name, jurisdiction of organization or any other change requiring the amendment of UCC financing statements.

(vi) Change in Accountants or Accounting Policy. Any change in (i) the external accountants of the Seller, the Servicer, any Originator or Cyxtera, (ii) any accounting policy of the Seller or (iii) any material accounting policy of any Originator that is relevant to the transactions contemplated by this Agreement or any other Transaction Document (it being understood that any change to the manner in which any Originator accounts for the Pool Receivables shall be deemed "material" for such purpose).

(vii) Termination Event. The occurrence of a Purchase and Sale Termination Event under the Purchase and Sale Agreement.

(viii) Material Adverse Change. Promptly after the occurrence thereof, notice of any material adverse change in the business, operations, property or financial or other condition of the Seller, the Servicer, the Performance Guarantor or any Originator.

(ix) Reportable Compliance Event. Promptly after the occurrence thereof, the occurrence of a Reportable Compliance Event.

(x) ERISA. Promptly after the occurrence thereof, notice of the occurrence of any ERISA Event which would reasonably be expected to result in a Material Adverse Effect.

(xi) DIP Term Loan Credit Agreement Notices. As and when such information is required to be provided under the DIP Term Loan Credit Agreement, any information, statements, notices, reports or similar documentation required to be provided by any member of the Cyxtera Corporate Group under Sections 5.01 and 5.02 of the DIP Term Loan Credit Agreement.

(e) Conduct of Business. The Seller will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and will do all things necessary to remain duly organized, validly existing and in good standing as a domestic organization in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority would reasonably be expected to have a Material Adverse Effect.

(f) Compliance with Laws. The Seller will comply with all Applicable Laws to which it is subject if the failure to comply would reasonably be expected to have a Material Adverse Effect.

(g) Furnishing of Information and Inspection of Receivables. The Seller will furnish or cause to be furnished to the Administrative Agent and each Purchaser from time to time such information with respect to the Pool Receivables and the other Sold Assets and the Seller Collateral as the Administrative Agent or any Purchaser may reasonably request. The Seller will, at the Seller's expense, during regular business hours with prior written notice (i) permit the Administrative Agent and each Purchaser or their respective agents or representatives to (A) examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Sold Assets and the Seller Collateral, (B) visit the offices and properties of the Seller for the purpose of examining such books and records and (C) discuss matters relating to the Pool Receivables, the other Sold Assets, the Seller Collateral or the Seller's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of the Seller (provided that representatives of the Seller are present during such discussions) having knowledge of such matters and (ii) without limiting the provisions of clause (i) above, during regular business hours, at the Seller's expense, upon prior written notice from the Administrative Agent, permit certified public accountants or other auditors acceptable to the Administrative Agent to conduct a review of its books and records with respect to such Pool Receivables and other Sold Assets and the Seller Collateral; provided, that the Seller shall be required to reimburse the Administrative Agent for only two (2) such reviews pursuant to clause (ii) above in any twelve-month period, unless an Event of Termination has occurred and is continuing. The Administrative Agent or any Purchaser shall comply with the Seller's customary procedures during any such inspection, as in effect at such time, including with respect to security and health and sanitation requirements.

(h) Payments on Receivables, Collection Accounts. The Seller (or the Servicer on its behalf) will, and will cause each Originator to, at all times, instruct all Obligor to deliver payments on the Pool Receivables to a Collection Account or a Lock-Box. The Seller (or the Servicer on its behalf) will, and will cause each Originator to, at all times, maintain such books and records necessary to identify Collections received from time to time on Pool Receivables and to segregate such Collections from other property of the Servicer and the Originators. If any payments on the Pool Receivables or other Collections are received by the Seller, the Servicer or an Originator, it shall hold such payments in trust for the benefit of the Administrative Agent, the Purchasers and the other Secured Parties and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Collection Account or Cash Collateral Account. The Seller (or the Servicer on its behalf) will cause each Collection Account Bank to comply with the terms of each applicable Account Control Agreement. The Seller shall not permit funds other than Collections on Pool Receivables and other Sold Assets and Seller Collateral to be deposited into any Collection Account; provided, that the Seller may permit Third-Party Collections, to be deposited into Collection Accounts so long as each of the following conditions are met: (i) the Seller shall, and shall cause the Servicer to, maintain a system of accounting that enables it to at all times determine the amount of Collections and the amount of Third-Party Collections, in each case, on deposit in the Collection Accounts and (ii) the Servicer shall on each Business Day on each Interim Report provide the Administrative Agent with the amount of Third-Party Collections on deposit in the Collection Accounts. If such funds are nevertheless deposited into any Collection Account, the Seller (or the Servicer on its behalf) will within two (2) Business Days identify such funds to the Administrative Agent so that the Administrative Agent may transfer such funds to the appropriate Person entitled to such funds. The Seller will not, and will not permit the Servicer, any Originator or any other Person to commingle Collections or other funds to which the

Administrative Agent, any Purchaser or any other Secured Party is entitled, with any other funds. The Seller shall only add a Collection Account (or a related Lock-Box) or a Collection Account Bank to those listed on Schedule II to this Agreement, if the Administrative Agent has received notice of such addition and an executed and acknowledged copy of an Account Control Agreement (or an amendment thereto) in form and substance reasonably acceptable to the Administrative Agent from the applicable Collection Account Bank. The Seller shall only terminate a Collection Account Bank or close a Collection Account (or a related Lock-Box) with the prior written consent of the Administrative Agent.

(i) Sales, Liens, etc. Except as otherwise provided herein, the Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon (including, without limitation, the filing of any financing statement) or with respect to, any Pool Receivable, Sold Assets or any Seller Collateral, or assign any right to receive income in respect thereof.

(j) Extension or Amendment of Pool Receivables. Except as otherwise permitted in Section 9.02, the Seller will not, and will not permit the Servicer to, alter the delinquency status or adjust the Outstanding Balance or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, any term or condition of any related Contract. The Seller shall at its expense, timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Pool Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy with regard to each Pool Receivable and the related Contract.

(k) Change in Credit and Collection Policy. The Seller will not make any material change in the Credit and Collection Policy except (i) with the prior written consent of the Administrative Agent and the Majority Purchasers (such consent not to be unreasonably withheld, conditioned or delayed) or (ii) if such changes are necessary or required under any Applicable Law. Promptly following any change in the Credit and Collection Policy, the Seller will deliver a copy of the updated Credit and Collection Policy to the Administrative Agent and each Purchaser.

(l) Fundamental Changes. The Seller shall not, without the prior written consent of the Administrative Agent and the Majority Purchasers, permit itself (i) to merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to, any Person, (ii) undertake any division of its rights, assets, obligations, or liabilities pursuant to a plan of division or otherwise pursuant to Applicable Law or (iii) to be directly owned by any Person other than an Originator. The Seller shall not, without the prior written consent of the Administrative Agent and the Majority Purchasers, make any change in the Seller's name, identity, corporate structure or location or make any other change in the Seller's identity or corporate structure that could impair or otherwise render any UCC financing statement filed in connection with this Agreement or any other Transaction Document "seriously misleading" as such term (or similar term) is used in the applicable UCC.

(m) Books and Records. The Seller shall maintain and implement (or cause the Servicer to maintain and implement) administrative and operating procedures (including an ability

to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain (or cause the Servicer to keep and maintain) all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable for the collection of all Pool Receivables (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(n) Identifying of Records. The Seller shall: (i) identify (or cause the Servicer to identify) its master data processing records relating to Pool Receivables and related Contracts with a legend that indicates that the Pool Receivables have been pledged in accordance with this Agreement and (ii) cause each Originator so to identify its master data processing records with such a legend.

(o) Change in Payment Instructions to Obligors. The Seller shall not (and shall not permit the Servicer or any Sub-Servicer to) add, replace or terminate any Collection Account (or any related Lock-Box) or make any change in its (or their) instructions to the Obligors regarding payments to be made to the Collection Accounts (or any related Lock-Box), other than any instruction to remit payments to a different Collection Account (or any related Lock-Box), unless the Administrative Agent shall have received (i) prior written notice of such addition, termination or change and (ii) a signed and acknowledged Account Control Agreement (or amendment thereto) with respect to such new Collection Accounts (or any related Lock-Box), and the Administrative Agent shall have consented to such change in writing.

(p) Security Interest, Etc. The Seller shall (and shall cause the Servicer to), at its expense, take all action necessary or reasonably desirable to establish and maintain a valid and enforceable ownership or security interest in the Sold Assets and Seller Collateral, and a first priority perfected security interest in the Sold Assets and Seller Collateral, in each case free and clear of any Adverse Claim, in favor of the Administrative Agent (on behalf of the Secured Parties), including taking such action to perfect, protect or more fully evidence the security interest of the Administrative Agent (on behalf of the Secured Parties) as the Administrative Agent or any Secured Party may reasonably request. In order to evidence the security interests of the Administrative Agent under this Agreement, the Seller shall, from time to time take such action, or execute and deliver such instruments as may be necessary (including such actions as are reasonably requested by the Administrative Agent) to maintain and perfect, as a first-priority interest, the Administrative Agent's security interest in the Receivables, Related Security and Collections. The Seller shall, from time to time and within the time limits established by law, prepare and present to the Administrative Agent for the Administrative Agent's authorization and approval, all financing statements, amendments, continuations or initial financing statements in lieu of a continuation statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize the Seller to file such financing statements under the UCC without the signature of the Seller, any Originator or the Administrative Agent where allowed by Applicable Law. Notwithstanding anything else in the Transaction Documents to the contrary, the Seller shall not have any authority to file a termination, partial termination, release, partial release, or any amendment that deletes the name of a debtor or excludes any Sold Assets or Seller Collateral of any such financing statements filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(q) Certain Agreements. Without the prior written consent of the Administrative Agent and the Majority Purchasers, the Seller will not (and will not permit any Originator or the Servicer to) amend, modify, waive, revoke or terminate any Transaction Document to which it is a party or any provision of the Seller's organizational documents which requires the consent of the "Independent Director" (as such term is used in the Seller's Certificate of Formation and Limited Liability Company Agreement).

(r) Restricted Payments. (i) Except pursuant to clause (ii) below, the Seller will not: (A) purchase or redeem any of its membership interests, (B) declare or pay any dividend or set aside any funds for any such purpose, (C) prepay, purchase or redeem any Debt, (D) lend or advance any funds or (E) repay any loans or advances to, for or from any of its Affiliates (the amounts described in clauses (A) through (E) being referred to as "Restricted Payments").

(ii) Subject to the limitations set forth in clause (iii) below, the Seller may make Restricted Payments so long as such Restricted Payments are made only in one or more of the following ways: (A) the Seller may make cash payments (including prepayments) on the Subordinated Notes in accordance with their respective terms and (B) the Seller may declare and pay dividends if, both immediately before and immediately after giving effect thereto, the Seller's Net Worth is not less than the Required Capital Amount.

(iii) The Seller may make Restricted Payments only out of the funds, if any, it receives pursuant to Sections 4.01 of this Agreement; provided that the Seller shall not pay, make or declare any Restricted Payment (including any dividend) if, after giving effect thereto, any Event of Termination or Unmatured Event of Termination shall have occurred and be continuing.

(s) Other Business. The Seller will not: (i) engage in any business other than the transactions contemplated by the Transaction Documents, (ii) create, incur or permit to exist any Debt of any kind (or cause or permit to be issued for its account any letters of credit or bankers' acceptances other than pursuant to this Agreement or the Subordinated Notes or (iii) form any Subsidiary or make any investments in any other Person.

(t) Use of Collections Available to the Seller. The Seller shall apply the Collections available to the Seller to make payments in the following order of priority: (i) the payment of its obligations under this Agreement and each of the other Transaction Documents (other than the Subordinated Notes), (ii) the payment of accrued and unpaid interest on the Subordinated Notes and (iii) other legal and valid purposes.

(u) Further Assurances; Change in Name or Jurisdiction of Origination, etc. (i) The Seller hereby authorizes and hereby agrees from time to time, at its own expense, promptly to execute (if necessary) and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the security interest granted pursuant to this Agreement or any other Transaction Document, or to enable the Administrative Agent (on behalf of the Secured Parties) to exercise and enforce the Secured Parties' rights and remedies under this Agreement and the other Transaction Documents. Without limiting the foregoing, the Seller hereby authorizes, and will, upon the request of the Administrative Agent, at the Seller's own

expense, execute (if necessary) and file such financing statements or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or evidence any of the foregoing.

(ii) The Seller authorizes the Administrative Agent to file financing statements, continuation statements and amendments thereto and assignments thereof, relating to the Receivables, the Related Security, the related Contracts, Collections with respect thereto and the other Sold Assets and Seller Collateral without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(iii) The Seller shall at all times be organized under the laws of the State of Delaware and shall not take any action to change its jurisdiction of organization.

(iv) The Seller will not change its name, location, identity or corporate structure unless (x) the Seller, at its own expense, shall have taken all action necessary or appropriate to perfect or maintain the perfection of the security interest under this Agreement (including the filing of all financing statements and the taking of such other action as the Administrative Agent may request in connection with such change or relocation) and (y) if requested by the Administrative Agent, the Seller shall cause to be delivered to the Administrative Agent, an opinion, in form and substance satisfactory to the Administrative Agent as to such UCC perfection and priority matters as the Administrative Agent may request at such time.

(v) Sanctions and other Anti-Terrorism Laws. The Seller will: (a) not directly, or knowingly indirectly through a third party, engage in any transactions or other dealings in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction, including any use of the proceeds received under this Agreement to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions; (b) not make any payment hereunder with funds knowingly derived from any unlawful activity; (c) undertake any reasonable steps in order to ensure that no property sold or pledged hereunder will become Embargoed Property; (d) not engage in any transactions or other dealings in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws; and (f) take reasonable steps not to cause any Purchaser or the Administrative Agent to violate any sanctions administered by OFAC.

(w) Anti-Corruption Laws. The Seller will not directly or knowingly indirectly, use any amounts it receives hereunder or any proceeds thereof for any purpose which would breach any Anti-Corruption Laws.

(x) Seller's Net Worth. The Seller shall not permit the Seller's Net Worth to be less than the Required Capital Amount.

(y) Taxes. The Seller will (i) timely file all federal and other material tax returns (including state and local, as applicable) required to be filed by it and (ii) promptly, in accordance with the Bankruptcy Code and subject to any required approvals of the Bankruptcy Court, pay, or cause to be paid, all taxes, assessments and other governmental charges that are required to be paid by it or with respect to the Receivables, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP, except in each case to the extent that such failure to file or pay would not reasonably be expected to have a Material Adverse Effect.

(z) Seller's Tax Status. Subject to Section 14.14, the Seller shall at all times maintain its status as a "disregarded entity" within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes that is wholly owned by a U.S. Person. The Seller will not take or permit to be taken any action that would cause the Seller to (i) cease to be treated as a "disregarded entity" within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes or (ii) become an association taxable as a corporation or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. The Seller shall not become subject to any Tax in any jurisdiction outside the United States.

(aa) Minimum Funding Threshold. The Seller shall not permit Aggregate Capital to be less than the Minimum Funding Threshold.

(bb) Liquidity Coverage Ratio. The Seller shall not issue any LCR Security.

(cc) Beneficial Ownership Regulation. Promptly following any change that would result in a change to the status as an excluded "Legal Entity Customer" under (and as defined in) the Beneficial Ownership Regulation, the Seller shall execute and deliver to the Administrative Agent a Certification of Beneficial Owner(s) complying with the Beneficial Ownership Regulation, in form and substance reasonably acceptable to the Administrative Agent.

(dd) Certificate of Beneficial Ownership and Other Additional Information. The Seller shall provide to the Administrative Agent and the Purchasers: (i) confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership provided to the Administrative Agent and the Purchasers; (ii) a new Certificate of Beneficial Ownership, in form and substance acceptable to the Administrative Agent and each Purchaser, when the individual(s) to be identified as a Beneficial Owner have changed; and (iii) such other information and documentation as may reasonably be requested by the Administrative Agent or any Purchaser from time to time for purposes of compliance by the Administrative Agent or such Purchaser with Applicable Laws (including, without limitation, the PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Administrative Agent or such Purchaser to comply therewith.

(ee) Linked Accounts. At any time after the occurrence and during the continuance of an Event of Termination within ten (10) Business Days of the request of the Administrative Agent in its sole discretion, the Seller shall cause any requested deposit accounts or other similar accounts that constitute "linked accounts" under any of the Account Control Agreements to be de-linked from the applicable Collection Account such that such deposit account

or other similar account no longer constitutes a “linked account” to such Collection Account under the terms of the applicable Account Control Agreement.

SECTION 8.02. Covenants of the Servicer. At all times from the Restatement Date until the Final Payout Date:

(a) Existence. The Seller shall keep in full force and effect its existence and rights as a limited liability company or other entity under the laws of the State of Delaware. The Servicer shall obtain and preserve its qualification to do business in each jurisdiction in which the conduct of its business or the servicing of the Pool Receivables as required by this Agreement requires such qualification, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Financial Reporting. The Servicer will maintain a system of accounting established and administered in accordance with GAAP, and the Servicer shall furnish to the Administrative Agent and each Purchaser:

(i) Compliance Certificates. (a) A compliance certificate promptly upon completion of the annual report of Cyxtera and in no event later than 120 days after the close of Cyxtera’s fiscal year, in form and substance substantially similar to Exhibit H signed by a Financial Officer of the Servicer stating that no Event of Termination or Unmatured Event of Termination has occurred and is continuing, or if any Event of Termination or Unmatured Event of Termination has occurred and is continuing, stating the nature and status thereof and (b) within 60 days after the close of each fiscal quarter of the Servicer, a compliance certificate in form and substance substantially similar to Exhibit H signed by a Financial Officer of the Servicer stating that no Event of Termination or Unmatured Event of Termination has occurred and is continuing, or if any Event of Termination or Unmatured Event of Termination has occurred and is continuing, stating the nature and status thereof.

(ii) Information Packages and Interim Reports. (A) As soon as available and in any event not later than two (2) Business Days prior to each Monthly Settlement Date, an Information Package as of the most recently completed Calculation Period, and (B) on each Business Day, an Interim Report with respect to the Pool Receivables reporting data as of the close of Business on the immediately preceding Business Day.

(iii) DIP Facility Amendments. Reasonably promptly following execution thereof, copies of each amendment, supplement, restatement, modification or waiver of any agreement evidencing a DIP Facility or any term or provision thereof.

(iv) Other Information. Such other information (including non-financial information) as the Administrative Agent or any Purchaser may from time to time reasonably request;

(c) Notices. The Servicer will notify the Administrative Agent and each Purchaser in writing of any of the following events promptly upon (but in no event later than three (3) Business Days after) a Financial Officer or other officer learning of the occurrence thereof,

with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) Notice of Events of Termination or Unmatured Events of Termination. A statement of a Financial Officer of the Servicer setting forth details of any Event of Termination or Unmatured Event of Termination that has occurred and is continuing and the action which the Servicer proposes to take with respect thereto.

(ii) Representations and Warranties. The failure of any representation or warranty made or deemed made by the Servicer under this Agreement or any other Transaction Document to be true and correct in any material respect when made.

(iii) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding which would reasonably be expected to have a Material Adverse Effect.

(iv) Adverse Claim. (A) Any Person shall obtain an Adverse Claim upon the Sold Assets or the Seller Collateral or any portion thereof, (B) any Person other than the Seller, the Servicer or the Administrative Agent shall obtain any rights or direct any action with respect to any Cash Collateral Account, Collection Account or related Lock-Box or (C) any Obligor shall receive any change in payment instructions with respect to Pool Receivable(s) from a Person other than the Servicer or the Administrative Agent.

(v) Name Changes. Prompt written notice (which shall in any event be provided within five (5) Business Days of any change in any Originator's or Seller's name, jurisdiction of organization or any other change requiring the amendment of UCC financing statements.

(vi) Change in Accountants or Accounting Policy. Any change in (i) the external accountants of the Seller, the Servicer, any Originator or Cyxtera, (ii) any accounting policy of the Seller or (iii) any material accounting policy of any Originator that is relevant to the transactions contemplated by this Agreement or any other Transaction Document (it being understood that any change to the manner in which any Originator accounts for the Pool Receivables shall be deemed "material" for such purpose).

(vii) Termination Event. The occurrence of a Purchase and Sale Termination Event under the Purchase and Sale Agreement.

(viii) Material Adverse Change. Promptly after the occurrence thereof, notice of any material adverse change in the business, operations, property or financial or other condition of any Originator, the Servicer, the Performance Guarantor or the Seller.

(ix) Reportable Compliance Event. Promptly after the occurrence thereof, the occurrence of a Reportable Compliance Event.

(x) Bankruptcy Court Filings. All pleadings, motions and other documents directly related to this Agreement or any other Transaction Document prior to being filed (and if impracticable, then promptly after being filed) on behalf of Cyxtera or

any of its Affiliates with the Bankruptcy Court, it being agreed that the Servicer shall be deemed in compliance with this covenant if it uses good faith efforts to comply; provided, however that the Servicer shall not be required to deliver any such pleading, motion or other document that it is impracticable to provide before filing to the extent it is accessible to the Administrative Agent or its counsel on the electronic docket maintained for the Chapter 11 Cases; provided, further that this clause (x) shall not require delivery of any sealed documents or unredacted versions of documents for which any member of the Cyxtera Corporate Group is seeking or intends to seek sealed treatment, but shall instead require delivery of reasonably complete summaries of the content of any such sealed documents and redacted versions of any such documents for which sealed treatment is sought or intended to be sought (excluding any content sought or intended to be sought to be sealed or redacted).

(xi) DIP Term Loan Credit Agreement Notices. As and when such information is required to be provided under the DIP Term Loan Credit Agreement, any information, statements, notices, reports or similar documentation required to be provided by any member of the Cyxtera Corporate Group under Sections 5.01 and 5.02 of the DIP Term Loan Credit Agreement.

(d) Conduct of Business. The Servicer will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted, and will do all things necessary to remain duly organized, validly existing and in good standing as a domestic limited liability company in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority could reasonably be expected to have a Material Adverse Effect.

(e) Compliance with Laws. The Servicer will comply with all Applicable Laws to which it is subject if the failure to comply would reasonably be expected to have a Material Adverse Effect.

(f) Furnishing of Information and Inspection of Receivables. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Purchaser from time to time such information with respect to the Pool Receivables and the other Sold Assets and Seller Collateral as the Administrative Agent or any Purchaser may reasonably request. The Servicer will, at the Servicer's expense, during regular business hours with prior written notice, (i) permit the Administrative Agent and each Purchaser or their respective agents or representatives to (A) examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Sold Assets and the Seller Collateral, (B) visit the offices and properties of the Servicer for the purpose of examining such books and records and (C) discuss matters relating to the Pool Receivables, the other Sold Assets, the Seller Collateral or the Servicer's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of the Servicer (provided that representatives of the Servicer are present during such discussions) having knowledge of such matters and (ii) without limiting the provisions of clause (i) above, during regular business hours, at the Servicer's expense, upon prior written notice from the Administrative Agent, permit certified public accountants or other auditors acceptable to the Administrative Agent to conduct a review of its books and records with respect to the Pool Receivables, the other Sold Assets and the Seller

Collateral; provided, that the Servicer shall be required to reimburse the Administrative Agent for only two (2) such reviews pursuant to clause (ii) above in any twelve-month period unless an Event of Termination has occurred and is continuing. The Administrative Agent or any Purchaser shall comply with the Servicer's customary procedures during any such inspection, as in effect at such time, including with respect to security and health and sanitation requirements.

(g) Payments on Receivables, Collection Accounts. The Servicer will at all times, instruct all Obligor to deliver payments on the Pool Receivables to a Collection Account or a Lock-Box. The Servicer will, at all times, maintain such books and records necessary to identify Collections received from time to time on Pool Receivables and to segregate such Collections from other property of the Servicer and the Originators. If any payments on the Pool Receivables or other Collections are received by the Seller, the Servicer or an Originator, it shall hold such payments in trust for the benefit of the Administrative Agent, the Purchasers and the other Secured Parties and promptly (but in any event within one (1) Business Day after receipt) remit such funds into a Collection Account or Cash Collateral Account. The Servicer shall not permit funds other than Collections on Pool Receivables and other Sold Assets and Seller Collateral to be deposited into any Collection Account; provided, that the Servicer may permit Third-Party Collections to be deposited into Collection Accounts so long as each of the following conditions are met: (i) the Servicer shall maintain a system of accounting that enables it to at all times determine the amount of Collections and the amount of Third-Party Collections, in each case, on deposit in the Collection Accounts and (ii) the Servicer shall on each Business Day on each Interim Report provide the Administrative Agent with the amount of Third-Party Collections on deposit in the Collection Accounts. If such funds are nevertheless deposited into any Collection Account, the Servicer will within two (2) Business Days identify such funds to the Administrative Agent so that the Administrative Agent may transfer such funds to the appropriate Person entitled to such funds. The Servicer will not, and will not permit the Seller, any Originator or any other Person to commingle Collections or other funds to which the Administrative Agent, any Purchaser or any other Secured Party is entitled, with any other funds. The Servicer shall only add a Collection Account (or a related Lock-Box), or a Collection Account Bank to those listed on Schedule II to this Agreement, if the Administrative Agent has received notice of such addition and an executed and acknowledged copy of an Account Control Agreement (or an amendment thereto) in form and substance acceptable to the Administrative Agent from the applicable Collection Account Bank. The Servicer shall only terminate a Collection Account Bank or close a Collection Account (or a related Lock-Box) with the prior written consent of the Administrative Agent.

(h) Extension or Amendment of Pool Receivables. Except as otherwise permitted in Section 9.02, the Servicer will not alter the delinquency status or adjust the Outstanding Balance or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, any term or condition of any related Contract. The Servicer shall at its expense, timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Pool Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy with regard to the Pool Receivables and the related Contracts, taken as a whole.

(i) Change in Credit and Collection Policy. The Servicer will not make any material change in the Credit and Collection Policy except (i) with the prior written consent of the Administrative Agent and the Majority Purchasers (such consent not to be unreasonably withheld, conditioned or delayed) or (ii) if such changes are necessary or required under any Applicable Law. Promptly following any change in the Credit and Collection Policy, the Servicer will deliver a copy of the updated Credit and Collection Policy to the Administrative Agent and each Purchaser.

(j) Records. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable for the collection of all Pool Receivables (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(k) Identifying of Records. The Servicer shall identify its master data processing records relating to Pool Receivables and related Contracts with a legend that indicates that the Pool Receivables have been pledged in accordance with this Agreement.

(l) Change in Payment Instructions to Obligor. The Servicer shall not (and shall not permit any Sub-Servicer to) add, replace or terminate any Collection Account (or any related Lock-Box) or make any change in its instructions to the Obligor regarding payments to be made to the Collection Accounts (or any related Lock-Box), other than any instruction to remit payments to a different Collection Account (or any related Lock-Box), unless the Administrative Agent shall have received (i) prior written notice of such addition, termination or change and (ii) a signed and acknowledged Account Control Agreement (or an amendment thereto) with respect to such new Collection Accounts (or any related Lock-Box) and the Administrative Agent shall have consented to such change in writing.

(m) Security Interest, Etc. The Servicer shall, at its expense, take all action necessary or reasonably desirable to establish and maintain a valid and enforceable first priority perfected security interest in the Sold Assets and Seller Collateral, in each case free and clear of any Adverse Claim in favor of the Administrative Agent (on behalf of the Secured Parties), including taking such action to perfect, protect or more fully evidence the security interest of the Administrative Agent (on behalf of the Secured Parties) as the Administrative Agent or any Secured Party may reasonably request. In order to evidence the security interests of the Administrative Agent under this Agreement, the Servicer shall, from time to time take such action, or execute and deliver such instruments as may be necessary (including, without limitation, such actions as are reasonably requested by the Administrative Agent) to maintain and perfect, as a first-priority interest, the Administrative Agent's security interest in the Receivables, Related Security and Collections. The Servicer shall, from time to time and within the time limits established by law, prepare and present to the Administrative Agent for the Administrative Agent's authorization and approval, all financing statements, amendments, continuations or initial financing statements in lieu of a continuation statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize the Servicer to file such financing statements under the UCC without the signature of the Seller, any Originator or the Administrative Agent where allowed

by Applicable Law. Notwithstanding anything else in the Transaction Documents to the contrary, the Servicer shall not have any authority to file a termination, partial termination, release, partial release, or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(n) Further Assurances; Change in Name or Jurisdiction of Origination, etc. The Servicer hereby authorizes and hereby agrees from time to time, at its own expense, promptly to execute (if necessary) and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the security interest granted pursuant to this Agreement or any other Transaction Document, or to enable the Administrative Agent (on behalf of the Secured Parties) to exercise and enforce their respective rights and remedies under this Agreement or any other Transaction Document. Without limiting the foregoing, the Servicer hereby authorizes, and will, upon the request of the Administrative Agent, at the Servicer's own expense, execute (if necessary) and file such financing statements or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or evidence any of the foregoing.

(o) Anti-Corruption Laws. The Servicer will not directly or knowingly indirectly, use any amounts it receives hereunder or any proceeds thereof for any purpose which would breach Anti-Corruption Laws.

(p) Anti-Money Laundering/International Trade Law Compliance. The Servicer will: (a) not directly, or knowingly indirectly through a third party, engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in connection with this Agreement, including any use of the proceeds received under this Agreement to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions; (b) not make any payment hereunder with funds knowingly derived from any unlawful activity; (c) undertake reasonable steps in order to ensure that no property sold or pledged hereunder will become Embargoed Property; (d) not engage in any transactions or other dealings in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws; and (f) take reasonable steps not to cause any Purchaser or the Administrative Agent to violate any sanctions administered by OFAC.

(q) Taxes. The Servicer will (i) timely file all federal and other material tax returns (including state and local, as applicable) required to be filed by it and (ii) pay, or cause to be paid, all taxes, assessments and other governmental charges that are required to be paid by it, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP, except in each case to the extent that such failure to file or pay could not reasonably be expected to have a Material Adverse Effect.

(r) Seller's Tax Status. Subject to Section 14.14, the Servicer shall not take, permit, cause any action to be taken that would reasonably be expected to result in the Seller (i) being treated other than as a "disregarded entity" within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes or (ii) becoming an association taxable as a corporation or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes.

(s) No Superpriority Claims. The Servicer will not, and will not permit any of its Affiliates to, permit to exist any Superpriority Claim against any member of the Cyxtera Operating Group that is pari passu with or senior to the Superpriority Claims granted to the Secured Parties under the Transaction Documents other than as provided in the Interim Order, the Final Order and any DIP Order.

(t) No Surcharge. Upon entry of the Final Order, and in accordance with the terms of the Interim and Final Order, the Servicer will not, and will not permit any of its Affiliates to, assert or consent to any charges under Section 506(c) of the Bankruptcy Code against any Sold Assets or Seller Collateral.

(u) Executory Contracts and Unexpired Leases. Except with the Administrative Agent's prior written consent, the Servicer will not, and will not permit any of its Affiliates to, reject any executory contract or unexpired lease under Section 365 of the Bankruptcy Code if both (i) such rejection would, or could reasonably be expected to, materially and adversely affect the collectability or enforceability of any Receivable(s) and (ii) a Capital Coverage Deficit would, or could reasonably be expected to, result if all such materially and adversely affected Receivables were removed from the calculation of the Capital Coverage Amount, unless such Capital Coverage Deficit would be cured with three (3) Business Days after such rejection.

SECTION 8.03. Separate Existence of the Seller. Each of the Seller and the Servicer hereby acknowledges that the Secured Parties and the Administrative Agent are entering into the transactions contemplated by this Agreement and the other Transaction Documents in reliance upon the Seller's identity as a legal entity separate from any Originator, the Servicer, the Performance Guarantor and their Affiliates. Therefore, each of the Seller and Servicer shall take all steps specifically required by this Agreement or reasonably required by the Administrative Agent or any Purchaser to continue the Seller's identity as a separate legal entity and to make it apparent to third Persons that the Seller is an entity with assets and liabilities distinct from those of the Performance Guarantor, the Originators, the Servicer and any other Person, and is not a division of the Performance Guarantor, the Originators, the Servicer, its Affiliates or any other Person. Without limiting the generality of the foregoing and in addition to and consistent with the other covenants set forth herein, each of the Seller and the Servicer shall take such actions as shall be required in order that:

(a) Special Purpose Entity. The Seller will be a special purpose company whose primary activities are restricted in its Limited Liability Company Agreement to: (i) purchasing or otherwise acquiring from the Originators, owning, holding, collecting, granting security interests or selling interests in the Sold Assets and Seller Collateral, (ii) entering into agreements for the selling, servicing and financing of the Receivables Pool (including the

Transaction Documents) and (iii) conducting such other activities as it deems necessary or appropriate to carry out its primary activities.

(b) No Other Business or Debt. The Seller shall not engage in any business or activity except as set forth in this Agreement nor, incur any indebtedness or liability other than as expressly permitted by the Transaction Documents.

(c) Independent Director. Not fewer than one member of the Seller's board of directors (the "Independent Director") shall be a natural person who (i) has never been, and shall at no time be, an equityholder, director, officer, manager, member, partner, officer, employee or associate, or any relative of the foregoing, of any member of the Cyxtera Group (as hereinafter defined) (other than his or her service as an Independent Director of the Seller or an independent director of any other bankruptcy-remote special purpose entity formed for the sole purpose of securitizing, or facilitating the securitization of, financial assets of any member or members of the Cyxtera Group), (ii) is not a customer or supplier of any member of the Cyxtera Group (other than his or her service as an Independent Director of the Seller or an independent director of any other bankruptcy-remote special purpose entity formed for the sole purpose of securitizing, or facilitating the securitization of, financial assets of any member or members of the Cyxtera Group), (iii) is not any member of the immediate family of a person described in (i) or (ii) above, and (iv) has (x) prior experience as an independent director for a corporation or limited liability company whose organizational or charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (y) at least three years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities. For purposes of this clause (c), "Cyxtera Group" shall mean (i) Cyxtera, the Servicer, the Performance Guarantor and each Originator, (ii) each person that directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, five percent (5%) or more of the membership interests in Cyxtera, (iii) each person that controls, is controlled by or is under common control with Cyxtera and (iv) each of such person's officers, directors, managers, joint venturers and partners. For the purposes of this definition, "control" of a person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. A person shall be deemed to be an "associate" of (A) a corporation or organization of which such person is an officer, director, partner or manager or is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities, (B) any trust or other estate in which such person serves as trustee or in a similar capacity and (C) any relative or spouse of a person described in clause (A) or (B) of this sentence, or any relative of such spouse.

The Seller shall (A) give written notice to the Administrative Agent of the election or appointment, or proposed election or appointment, of a new Independent Director of the Seller, which notice shall be given not later than ten (10) Business Days prior to the date such appointment or election would be effective (except when such election or appointment is necessary to fill a vacancy caused by the death, disability, or incapacity of the existing Independent Director, or the failure of such Independent Director to satisfy the criteria for an Independent Director set forth in

this clause (c), in which case the Seller shall provide written notice of such election or appointment within one (1) Business Day) and (B) with any such written notice, certify to the Administrative Agent that the Independent Director satisfies the criteria for an Independent Director set forth in this clause (c).

The Seller's Limited Liability Company Agreement shall provide that: (A) the Seller's board of directors shall not approve, or take any other action to cause the filing of, a voluntary bankruptcy petition with respect to the Seller unless the Independent Director shall approve the taking of such action in writing before the taking of such action and (B) such provision and each other provision requiring an Independent Director cannot be amended without the prior written consent of the Independent Director.

The Independent Director shall not at any time serve as a trustee in bankruptcy for the Seller, Cyxtera, the Performance Guarantor, any Originator, the Servicer or any of their respective Affiliates.

(d) Organizational Documents. The Seller shall maintain its organizational documents in conformity with this Agreement, such that it does not amend, restate, supplement or otherwise modify its ability to comply with the terms and provisions of any of the Transaction Documents, including, without limitation, Section 8.01(p).

(e) Conduct of Business. The Seller shall conduct its affairs strictly in accordance with its organizational documents and observe all necessary, appropriate and customary company formalities, including, but not limited to, holding all regular and special members' and board of directors' meetings appropriate to authorize all company action, keeping separate and accurate minutes of its meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records and accounts, including, but not limited to, payroll and intercompany transaction accounts.

(f) Compensation. Any employee, consultant or agent of the Seller will be compensated from the Seller's funds for services provided to the Seller, and to the extent that Seller shares the same officers or other employees as the Servicer (or any other Affiliate thereof), the salaries and expenses relating to providing benefits to such officers and other employees shall be fairly allocated among such entities, and each such entity shall bear its fair share of the salary and benefit costs associated with such common officers and employees. The Seller will not engage any agents other than its attorneys, auditors and other professionals, and a servicer and any other agent contemplated by the Transaction Documents for the Receivables Pool, which servicer will be fully compensated for its services by payment of the Servicing Fee.

(g) Servicing and Costs. The Seller will contract with the Servicer to perform for the Seller all operations required on a daily basis to service the Receivables Pool. The Seller will not incur any indirect or overhead expenses for items shared with the Servicer (or any other Affiliate thereof) that are not reflected in the Servicing Fee. To the extent, if any, that the Seller (or any Affiliate thereof) shares items of expenses not reflected in the Servicing Fee, such as legal, auditing and other professional services, such expenses will be allocated to the extent practical on the basis of actual use or the value of services rendered, and otherwise on a basis reasonably related to the actual use or the value of services rendered.

(h) Operating Expenses. The Seller's operating expenses will not be paid by the Servicer, Cyxtera, the Performance Guarantor, any Originator or any Affiliate thereof.

(i) Stationery. The Seller will have its own separate stationery.

(j) Books and Records. The Seller's books and records will be maintained separately from those of the Servicer, Cyxtera, the Performance Guarantor, the Originators and any of their Affiliates and in a manner such that it will not be difficult or costly to segregate, ascertain or otherwise identify the assets and liabilities of the Seller.

(k) Disclosure of Transactions. All financial statements of the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliate thereof that are consolidated to include the Seller will disclose that (i) the Seller's sole business consists of the purchase or acceptance through capital contributions of the Receivables and Related Rights from the Originators and the subsequent retransfer of or granting of a security interest in such Receivables and Related Rights to the Administrative Agent pursuant to this Agreement, (ii) the Seller is a separate legal entity with its own separate creditors who will be entitled, upon its liquidation, to be satisfied out of the Seller's assets prior to any assets or value in the Seller becoming available to the Seller's equity holders and (iii) the assets of the Seller are not available to pay creditors of the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliate thereof.

(l) Segregation of Assets. The Seller's assets will be maintained in a manner that facilitates their identification and segregation from those of the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliates thereof.

(m) Corporate Formalities. The Seller will strictly observe limited liability company formalities in its dealings with the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliates thereof, and funds or other assets of the Seller will not be commingled with those of the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliates thereof except as permitted by this Agreement in connection with servicing the Pool Receivables. The Seller shall not maintain joint bank accounts or other depository accounts to which the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Affiliate thereof (other than the Servicer solely in its capacity as such) has independent access. The Seller is not named, and has not entered into any agreement to be named, directly or indirectly, as a direct or contingent beneficiary or loss payee on any insurance policy with respect to any loss relating to the property of the Servicer, Cyxtera, the Performance Guarantor, the Originators or any Subsidiaries or other Affiliates thereof. The Seller will pay to the appropriate Affiliate the marginal increase or, in the absence of such increase, the market amount of its portion of the premium payable with respect to any insurance policy that covers the Seller and such Affiliate.

(n) Arm's-Length Relationships. The Seller will maintain arm's-length relationships with the Servicer, Cyxtera, the Performance Guarantor, the Originators and any Affiliates thereof. Any Person that renders or otherwise furnishes services to the Seller will be compensated by the Seller at market rates for such services it renders or otherwise furnishes to the Seller. Neither the Seller on the one hand, nor the Servicer, Cyxtera, the Performance Guarantor, any Originator or any Affiliate thereof, on the other hand, will be or will hold itself out to be responsible for the debts of the other or the decisions or actions respecting the daily business and

affairs of the other. The Seller, the Servicer, Cyxtera, the Performance Guarantor, the Originators and their respective Affiliates will immediately correct any known misrepresentation with respect to the foregoing, and they will not operate or purport to operate as an integrated single economic unit with respect to each other or in their dealing with any other entity.

(o) Allocation of Overhead. To the extent that Seller, on the one hand, and the Servicer, Cyxtera, the Performance Guarantor, any Originator or any Affiliate thereof, on the other hand, have offices in the same location, there shall be a fair and appropriate allocation of overhead costs between them, and the Seller shall bear its fair share of such expenses, which may be paid through the Servicing Fee or otherwise.

ARTICLE IX

ADMINISTRATION AND COLLECTION OF RECEIVABLES

SECTION 9.01. Appointment of the Servicer.

(a) The servicing, administering and collection of the Pool Receivables shall be conducted by the Person so designated from time to time as the Servicer in accordance with this Section 9.01. Until the Administrative Agent gives notice to Cyxtera Technologies, Inc. (in accordance with this Section 9.01) of the designation of a new Servicer, Cyxtera Communications, LLC is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof. Upon the occurrence of an Event of Termination, the Administrative Agent may (with the consent of the Majority Purchasers) and shall (at the direction of the Majority Purchasers) designate as Servicer any Person (including itself) to succeed Cyxtera Communications, LLC or any successor Servicer, on the condition in each case that any such Person so designated shall agree to perform the duties and obligations of the Servicer pursuant to the terms hereof.

(b) Upon the designation of a successor Servicer as set forth in clause (a) above, Cyxtera Communications, LLC agrees that it will terminate its activities as Servicer hereunder in a manner that the Administrative Agent reasonably determines will facilitate the transition of the performance of such activities to the new Servicer, and Cyxtera Communications, LLC shall cooperate with and assist such new Servicer. Such cooperation shall include access to and transfer of records (including all Contracts) related to Pool Receivables and use by the new Servicer of all licenses (or the obtaining of new licenses), hardware or software necessary or reasonably desirable to collect the Pool Receivables and the Related Security.

(c) Cyxtera Communications, LLC acknowledges that, in making its decision to execute and deliver this Agreement, the Administrative Agent and each Purchaser have relied on Cyxtera Communications, LLC's agreement to act as Servicer hereunder. Accordingly, Cyxtera Communications, LLC agrees that it will not voluntarily resign as Servicer without the prior written consent of the Administrative Agent and the Majority Purchasers.

(d) The Servicer may delegate its duties and obligations hereunder to any subservicer (each a "Sub-Servicer"); provided, that, in each such delegation: (i) such Sub-Servicer shall agree in writing to perform the delegated duties and obligations of the Servicer pursuant to

the terms hereof, (ii) the Servicer shall remain liable for the performance of the duties and obligations so delegated, (iii) the Seller, the Administrative Agent and each Purchaser shall have the right to look solely to the Servicer for performance, (iv) the terms of any agreement with any Sub-Servicer shall provide that the Administrative Agent may terminate such agreement upon the termination of the Servicer hereunder by giving notice of its desire to terminate such agreement to the Servicer (and the Servicer shall provide appropriate notice to each such Sub-Servicer) and (v) if such Sub-Servicer is not an Affiliate of Cyxtera, the Administrative Agent and the Majority Purchasers shall have consented in writing in advance to such delegation.

SECTION 9.02. Duties of the Servicer.

(a) The Servicer shall take or cause to be taken all such action as may be necessary or reasonably advisable to service, administer and collect each Pool Receivable from time to time, all in accordance with this Agreement and all Applicable Laws, with reasonable care and diligence, and in accordance with the Credit and Collection Policy and consistent with the past practices of the Originators. The Servicer shall set aside, for the accounts of each Secured Party, the amount of Collections it or its Affiliates actually receive to which each such Secured Party is entitled in accordance with Article IV hereof. The Servicer may, in accordance with the Credit and Collection Policy and consistent with past practices of the Originators, take such action, including modifications, waivers or restructurings of Pool Receivables and related Contracts, as the Servicer may reasonably determine to be appropriate to maximize Collections thereof or reflect adjustments expressly permitted under the Credit and Collection Policy or as expressly required under Applicable Laws or the applicable Contract; provided, that for purposes of this Agreement: (i) such action shall not, and shall not be deemed to, change the number of days such Pool Receivable has remained unpaid from the date of the original due date related to such Pool Receivable, (ii) such action shall not alter the status of such Pool Receivable as a Delinquent Receivable or a Defaulted Receivable or limit the rights of any Secured Party under this Agreement or any other Transaction Document and (iii) the Servicer may take such action only upon the prior written consent of the Administrative Agent. The Seller shall deliver to the Servicer and the Servicer shall hold for the benefit of the Administrative Agent (individually and for the benefit of each Group), in accordance with their respective interests, all records and documents (including computer tapes or disks) with respect to each Pool Receivable. Notwithstanding anything to the contrary contained herein, if an Event of Termination has occurred and is continuing, the Administrative Agent may direct the Servicer to commence or settle any legal action to enforce collection of any Pool Receivable that is a Defaulted Receivable or to foreclose upon or repossess any Related Security with respect to any such Defaulted Receivable.

(b) The Servicer's obligations hereunder shall terminate on the Final Payout Date. Promptly following the Final Payout Date, the Servicer shall deliver to the Seller all books, records and related materials that the Seller previously provided to the Servicer, or that have been obtained by the Servicer, in connection with this Agreement.

SECTION 9.03. Collection Account Arrangements; Cash Collateral Account, Release of Collections.

(a) Collection Account Arrangements. The Administrative Agent may, at any time and in its sole discretion, give notice to any Collection Account Bank that the Administrative

Agent is exercising its rights under the Account Control Agreements to do any or all of the following: (a) to have the exclusive ownership and control of the Collection Accounts transferred to the Administrative Agent (for the benefit of the Secured Parties) and to exercise exclusive dominion and control over the funds deposited therein (for the benefit of the Secured Parties), (b) to have the proceeds that are sent to the respective Collection Accounts redirected pursuant to the Administrative Agent's instructions rather than deposited in the applicable Collection Account and (c) to take any or all other actions permitted under the applicable Account Control Agreement. Without limiting the foregoing, on or about May 17, 2023, the Administrative Agent delivered to Bank of America, N.A. an "Activation Notice" under and as defined in that certain Deposit Account Control Agreement, dated as of October 3, 2022, among the Seller, the Servicer, the Administrative Agent and Bank of America, N.A., which Activation Notice will instruct Bank of America, N.A. to transfer all funds from time to time on deposit in the applicable Collection Accounts to the Cash Collateral Account. The Seller and the Servicer hereby consent to the Administrative Agent's delivery of such Activation Notice. The Seller hereby agrees that if the Administrative Agent at any time takes any action set forth above in this clause (a), the Administrative Agent shall have exclusive control (for the benefit of the Secured Parties) of the affected Collection Accounts and the proceeds (including Collections) of all Pool Receivables from time to time held therein, and the Seller hereby further agrees to take any other action that the Administrative Agent may reasonably request to transfer such control and to ensure that all Collections deposited to any Collection Account are transferred to the Cash Collateral Account(s) on a daily basis.

(b) Cash Collateral Accounts. The Administrative Agent shall have exclusive dominion and control (for the benefit of the Secured Parties) over each Cash Collateral Account and the funds deposited therein, and none of the Seller, the Servicer or their Affiliates shall have any rights to access or direct the disposition of any funds therein. Funds on deposit in the Cash Collateral Accounts may be applied by the Administrative Agent for the repayment of the Seller Obligations in accordance with the priority of payments set forth in Section 4.01(a). Amounts, if any, on deposit in the Cash Collateral Account on the Final Payout Date shall be remitted by the Administrative Agent to the Seller.

(c) Release of Collections. On any Business Day, so long as each of the conditions precedent set forth in Section 6.03 are satisfied (as reasonably determined by the Administrative Agent), the Administrative Agent shall release to the Seller from Collections on deposit in the Cash Collateral Account an amount equal to the Maximum Release Amount on such day (each such release of Collections, a "Release"). The proceeds of each Release shall be applied by the Seller (A) with respect to Collections received on Unsold Receivables, to pay (x) the purchase price for Receivables purchased by the Seller on such date in accordance with the terms of the Purchase and Sale Agreement or (y) amounts owing by the Seller to any Originator under any Subordinated Notes and (B) with respect to Collections received on Sold Receivables, in exchange for the Seller designating an equivalent amount (based on aggregate Outstanding Balances) of Unsold Receivables as new Sold Receivables on Seller's books and records pursuant to Section 2.01(e), which new Sold Receivables will be automatically and immediately sold by the Seller to the Administrative Agent (for the ratable benefit of the Purchasers) pursuant to Section 2.01(b) upon such release. The Seller notify the Administrative Agent if any of the conditions for a Release set forth in Section 6.03 are not satisfied on such day.

(d) Remittance of Third-Party Collections. If any Interim Report identifies any Third-Party Collections deposited into the Collection Accounts, the Administrative Agent shall remit such funds to the Servicer for distribution to the Person entitled thereto so long as (i) such funds have been transferred from the applicable Collection account to the Cash Collateral Account and (ii) if so requested by the Administrative Agent, the Servicer shall have provided supporting evidence acceptable to the Administrative Agent that such funds are Third-Party Collections.

SECTION 9.04. Enforcement Rights.

(a) At any time following the occurrence and during the continuation of an Event of Termination:

(i) the Administrative Agent (at the Seller's expense) may direct the Obligors that payment of all amounts payable under any Pool Receivable is to be made directly to the Administrative Agent or its designee;

(ii) the Administrative Agent may instruct the Seller or the Servicer to give notice of the Secured Parties' interest in Pool Receivables to each Obligor, which notice shall direct that payments be made directly to the Administrative Agent or its designee (on behalf of the Secured Parties), and the Seller or the Servicer, as the case may be, shall give such notice at the expense of the Seller or the Servicer, as the case may be; provided, that if the Seller or the Servicer, as the case may be, fails to so notify each Obligor within two (2) Business Days following instruction by the Administrative Agent, the Administrative Agent (at the Seller's or the Servicer's, as the case may be, expense) may so notify the Obligors;

(iii) the Administrative Agent may request the Servicer to, and upon such request the Servicer shall: (A) assemble all of the records necessary or desirable to collect the Pool Receivables and the Related Security, and transfer or license to a successor Servicer the use of all software necessary or desirable to collect the Pool Receivables and the Related Security, and make the same available to the Administrative Agent or its designee (for the benefit of the Secured Parties) at a place selected by the Administrative Agent and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections in a manner reasonably acceptable to the Administrative Agent and, promptly upon receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee;

(iv) notify the Collection Account Banks that the Seller and the Servicer will no longer have any access to the Collection Accounts;

(v) the Administrative Agent may (or, at the direction of the Majority Purchasers shall) replace the Person then acting as Servicer;

(vi) the Administrative Agent may collect any amounts due from an Originator under the Purchase and Sale Agreement or the Performance Guarantor under the Performance Guaranty; and

(vii) the Administrative Agent may utilize any amounts then on deposit in the Cash Collateral Account in payment of the Seller Obligations, which amounts shall be applied in accordance with the priority of payments set forth in Section 3.01.

For the avoidance of doubt, the foregoing rights and remedies of the Administrative Agent upon an Event of Termination are in addition to and not exclusive of the rights and remedies contained herein and under the other Transaction Documents.

(b) The Seller hereby authorizes the Administrative Agent (on behalf of the Secured Parties), and irrevocably appoints the Administrative Agent as its attorney-in-fact with full power of substitution and with full authority in the place and stead of the Seller, which appointment is coupled with an interest, to take any and all steps in the name of the Seller and on behalf of the Seller necessary or desirable, in the reasonable determination of the Administrative Agent, after the occurrence and during the continuation of an Event of Termination, to collect any and all amounts or portions thereof due under any and all Sold Assets and Seller Collateral, including endorsing the name of the Seller on checks and other instruments representing Collections and enforcing such Sold Assets and Seller Collateral. Notwithstanding anything to the contrary contained in this subsection, none of the powers conferred upon such attorney-in-fact pursuant to the preceding sentence shall subject such attorney-in-fact to any liability if any action taken by it shall prove to be inadequate or invalid, nor shall they confer any obligations upon such attorney-in-fact in any manner whatsoever.

(c) The Servicer hereby authorizes the Administrative Agent (on behalf of the Secured Parties), and irrevocably appoints the Administrative Agent as its attorney-in-fact with full power of substitution and with full authority in the place and stead of the Servicer, which appointment is coupled with an interest, to take any and all steps in the name of the Servicer and on behalf of the Servicer necessary or desirable, in the reasonable determination of the Administrative Agent, after the occurrence and during the continuation of an Event of Termination, to collect any and all amounts or portions thereof due under any and all Sold Assets and Seller Collateral, including endorsing the name of the Servicer on checks and other instruments representing Collections and enforcing such Sold Assets and Seller Collateral. Notwithstanding anything to the contrary contained in this subsection, none of the powers conferred upon such attorney-in-fact pursuant to the preceding sentence shall subject such attorney-in-fact to any liability if any action taken by it shall prove to be inadequate or invalid, nor shall they confer any obligations upon such attorney-in-fact in any manner whatsoever.

SECTION 9.05. Responsibilities of the Seller.

(a) Anything herein to the contrary notwithstanding, the Seller shall: (i) perform all of its obligations, if any, under the Contracts related to the Pool Receivables to the same extent as if interests in such Pool Receivables had not been transferred hereunder, and the exercise by the Administrative Agent, or any other Purchaser Party of their respective rights hereunder shall not relieve the Seller from such obligations and (ii) pay when due any taxes that

are required to be paid by it, including any sales taxes payable in connection with the Pool Receivables and their creation and satisfaction other than any taxes that are being contested in good faith by applicable proceedings and for which the Seller has provided adequate reserves in accordance with GAAP or the non-payment of which would not reasonably be expected to have a Material Adverse Effect. None of the Purchaser Parties shall have any obligation or liability with respect to any Sold Assets or Seller Collateral, nor shall any of them be obligated to perform any of the obligations of the Seller, the Servicer or any Originator thereunder.

(b) Cyxtera Communications, LLC hereby irrevocably agrees that if at any time it shall cease to be the Servicer hereunder, it shall act (if the then-current Servicer so requests) as the data-processing agent of the Servicer and, in such capacity, Cyxtera Communications, LLC shall conduct the data-processing functions of the administration of the Receivables and the Collections thereon in substantially the same way that Cyxtera Communications, LLC conducted such data-processing functions while it acted as the Servicer. In connection with any such processing functions, the Seller shall pay to Cyxtera Communications, LLC its reasonable out-of-pocket costs and expenses from the Seller's own funds (subject to the priority of payments set forth in Section 4.01).

SECTION 9.06. Servicing Fee.

(a) Subject to clause (b) below, the Seller shall pay the Servicer a fee (the "Servicing Fee") equal to 1.00% per annum (the "Servicing Fee Rate") of the daily average aggregate Outstanding Balance of the Pool Receivables. Accrued Servicing Fees shall be payable from Collections to the extent of available funds in accordance with Section 4.01.

(b) If the Servicer ceases to be Cyxtera Communications, LLC or an Affiliate thereof, the Servicing Fee shall be the greater of: (i) the amount calculated pursuant to clause (a) above and (ii) an alternative amount specified by the successor Servicer not to exceed 110% of the aggregate reasonable costs and expenses incurred by such successor Servicer in connection with the performance of its obligations as Servicer hereunder.

ARTICLE X

EVENTS OF TERMINATION

SECTION 10.01. Events of Termination. If any of the following events (each an "Event of Termination") shall occur:

(a) (i) the Seller, any Originator, the Performance Guarantor or the Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement or any other Transaction Document (other than any such failure which would constitute an Event of Termination under clause (ii) or (iii) of this paragraph (a)), and such failure, solely to the extent capable of cure, shall continue for thirty (30) calendar days after knowledge thereof by, or notice is given to, the Seller, any Originator, the Performance Guarantor or the Servicer, (ii) the Seller, any Originator, the Performance Guarantor or the Servicer shall fail to make when due (x) any payment or deposit to be made by it under this Agreement or any other Transaction Document and such failure shall continue unremedied for two (2) Business Days or (iii) Cyxtera Communications,

LLC shall resign as Servicer, and no successor Servicer reasonably satisfactory to the Administrative Agent shall have been appointed;

(b) any representation or warranty made or deemed made by the Seller, any Originator, the Performance Guarantor or the Servicer (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any information or report delivered by the Seller, any Originator, the Performance Guarantor or the Servicer pursuant to this Agreement or any other Transaction Document, shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered, and such breach of representation or warranty, to the extent capable of remedy, is not remedied within fifteen (15) Business Days after knowledge thereof by, or notice thereof is given to, the Seller, any Originator, the Performance Guarantor or the Servicer;

(c) the Seller or the Servicer shall fail to deliver an Information Package or Interim Report pursuant to this Agreement, and such failure shall remain unremedied for two (2) Business Days;

(d) this Agreement or any security interest granted pursuant to this Agreement or any other Transaction Document shall for any reason cease to create, or for any reason cease to be, a valid and enforceable first priority perfected security interest in favor of the Administrative Agent with respect to the Pool Receivables or any of the other Sold Assets or Seller Collateral, free and clear of any Adverse Claim;

(e) (i) the Seller 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 Seller's creditors, (ii) any Insolvency Proceeding shall be instituted by or against the Seller and, in the case of any such proceeding instituted against the Seller (but not instituted by the Seller), either such proceeding shall remain undismissed or unstayed for a period of sixty (60) consecutive days, or any of the actions sought in such proceeding (including 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 (iii) the Seller, any Originator, the Performance Guarantor or the Servicer shall take any corporate or organizational action to authorize any of the actions set forth above in this paragraph;

(f) (i) the average for three consecutive Calculation Periods of: (A) the Default Ratio shall exceed 4.00%, (B) the Delinquency Ratio shall exceed 6.50% or (C) the Dilution Ratio shall exceed 8.00% or (ii) the Days' Sales Outstanding shall exceed seventy-five (75) days;

(g) a Change in Control shall occur;

(h) a Capital Coverage Deficit shall occur, and shall not have been cured within two (2) Business Days;

(i) (i) the Seller shall fail to pay any principal of or premium or interest on any of its Debt 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, mortgage, indenture or instrument relating to such Debt (whether or not such failure shall have been waived under the related

agreement); (ii) any Cyxtera Party or any of their respective Subsidiaries, individually or in the aggregate, shall fail to pay any principal of or premium or interest on (x) any Debt under any DIP Facility or (y) any of its other Debt that is outstanding in a principal amount of at least \$25,000,000 individually or in the aggregate to the extent such payment is not stayed because of the pendency of the Chapter 11 Cases, in each case, 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 (not to exceed 30 days), if any, specified in the agreement, mortgage, indenture or instrument relating to such Debt (whether or not such failure shall have been waived under the related agreement); (iii) any other event shall occur or condition shall exist under any DIP Facility or any agreement, mortgage, indenture or instrument relating to any such Debt (as referred to in clause (i) or (ii) of this paragraph and shall continue after the applicable grace period (not to exceed 30 days), if any, specified in such agreement, mortgage, indenture or instrument (whether or not such failure shall have been waived under the related agreement), if the effect of such event or condition is to give the applicable debtholders the right (whether acted upon or not) to accelerate the maturity of such Debt (as referred to in clause (i) or (ii) of this paragraph) or to terminate the commitment of any debtholder thereunder, or (iv) any such Debt (as referred to in clause (i) or (ii) of this paragraph) shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to repay, redeem, purchase or defease such Debt shall be required to be made or the commitment of any lender thereunder terminated, in each case before the stated maturity thereof; provided, notwithstanding anything in this clause (i) to the contrary, this clause (i) shall relate to the DIP Facility but shall not relate to any other Debt of any Filing Debtor that was incurred prior to the Filing Date, which is unpaid, in default or accelerated as a result of the Chapter 11 Cases, to the extent such payment or right of any lender thereunder is stayed because of the pendency of the Chapter 11 Cases;

(j) the Performance Guarantor shall fail to perform any of its obligations under the Performance Guaranty;

(k) the Seller shall fail (x) at any time (other than for ten (10) Business Days following notice of the death or resignation of any Independent Director) to have an Independent Director who satisfies each requirement and qualification specified in Section 8.03(c) of this Agreement for Independent Directors, on the Seller's board of directors or (y) to timely notify the Administrative Agent of any replacement or appointment of any director that is to serve as an Independent Director on the Seller's board of directors as required pursuant to Section 8.03(c) of this Agreement;

(l) reserved;

(m) either (i) the Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Code with regard to any assets of the Seller, any Originator or Cyxtera or (ii) the PBGC shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Seller, the Servicer, any Originator or Cyxtera;

(n) an ERISA Event has occurred which either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect

(o) any Originator shall have declared the Purchase Facility terminated pursuant to Section 1.6 of the Purchase and Sale Agreement;

(p) a Purchase and Sale Termination Event shall occur under the Purchase and Sale Agreement;

(q) the Seller shall (i) be required to register as an “investment company” within the meaning of the Investment Company Act or (ii) become a “covered fund” within the meaning of the Volcker Rule;

(r) any material provision of this Agreement or any other Transaction Document shall cease to be in full force and effect or any of the Seller, any Originator, the Performance Guarantor or the Servicer (or any of their respective Affiliates) shall so state in writing;

(s) one or more judgments or decrees shall be entered against the Seller, any Originator, the Performance Guarantor or the Servicer, or any Affiliate of any of the foregoing involving in the aggregate a liability (not paid or to the extent not covered by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of 30 consecutive days, and the aggregate amount of all such judgments equals or exceeds \$25,000,000 (or solely with respect to the Seller, \$15,775);

(t) the financial covenant set forth in the DIP Term Loan Credit Agreement or the DIP Order (as in effect on the Restatement Date and without giving effect to any amendment or modification thereto or any termination thereof) shall fail to be satisfied, and such failure shall continue unremedied for two (2) Business Days. For purposes of this clause (t) terms used and covenant levels provided for in such Section (including all defined terms used within such terms) shall have the respective meaning assigned to such terms and the covenant levels provided for, in each case, in the DIP Term Loan Credit Agreement or the DIP Order as in effect on the Restatement Date and without giving effect to any amendment or modification thereto or any termination thereof;

(u) [reserved];

(v) (i) any of the Chapter 11 Cases shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code without the written consent of the Administrative Agent and each Purchaser or (ii) a trustee under Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code shall be appointed in any of the Chapter 11 Cases;

(w) an order of the Bankruptcy Court shall be entered in any of the Chapter 11 Cases staying, reversing, vacating, amending, supplementing or otherwise modifying any of the Financing Orders or any Filing Debtor shall apply for authority to do so, in each, without the prior written consent of the Administrative Agent and each Purchaser;

(x) a Filing Debtor shall file a pleading seeking or consenting to the matters described in clauses (y) or (z) below;

(y) any Filing Debtor shall seek or support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court) any other Person's opposition of, any motion made in the Bankruptcy Court by the Administrative Agent or any other Secured Party seeking confirmation of the validity, priority or extent of the liens or other interests of the Administrative Agent granted pursuant to the Transaction Documents;

(z) the filing by any Filing Debtor of any motion or proceeding to approve a DIP Facility that is not an Eligible DIP Facility without providing at least two (2) days' prior written notice thereof (including a copy of such motion or proceeding) to the Administrative Agent and each Purchaser;

(aa) the filing by any Filing Debtor of any motion or proceeding that could reasonably be expected to result in material impairment of the Administrative Agent's or any Secured Party's rights under the Transaction Documents; or a final determination by the Bankruptcy Court (or any other court of competent jurisdiction) with respect to any motion or proceeding brought by any other party that results in any material impairment of the Administrative Agent's or any Secured Party's rights under the Transaction Documents, unless such suit or other proceeding is in connection with the enforcement of the Transaction Documents against the Administrative Agent or any Purchaser;

(bb) the entry of one or more orders granting relief from the automatic stay with respect any member of the Cyxtera Operating Group, or any final order by a court in any proceeding, so as to allow any third party to proceed against the Sold Assets or Seller Collateral;

(cc) the existence of any Adverse Claim on any Sold Assets or Seller Collateral;

(dd) any member of the Cyxtera Corporate Group makes any payment on any Debt of any member of the Cyxtera Corporate Group arising before the Filing Date, other than as permitted by order of the Bankruptcy Court or as otherwise agreed to by the Administrative Agent and permitted by the Bankruptcy Court in respect of claims that are sought pursuant to the "first day" motions filed by the Filing Debtors and subsequently authorized by the orders in the Chapter 11 Cases;

(ee) a Final Order shall not have been entered within 45 days following the Filing Date (or such later date permitted by the parties hereto or under the Restructuring Support Agreement, but in any event not later than 60 days following the Filing Date unless consented to in writing (email to suffice) by counsel to the Administrative Agent); or from and after the date of entry thereof, the Final Order shall cease to be in full force and effect (or shall have been vacated, stayed, reversed, modified or amended), in each case without the prior written consent of the Administrative Agent and each Purchaser;

(ff) Cyxtera or any of its Affiliates shall fail to comply in any material respect with the terms of the Financing Orders to the extent applicable to such Person;

(gg) the filing of a plan that does not provide for indefeasible payment in full in cash of all obligations owed by any member of the Cyxtera Operating Group to the Secured Parties (other than contingent obligations not yet due and payable as of the effective date of such plan) upon effectiveness;

(hh) the entry of an order authorizing recovery by any Person from any Sold Assets or Seller Collateral for any costs of preservation or disposition thereof under Section 506(c) of the Bankruptcy Code or the filing by any member of the Cyxtera Corporate Group of a motion seeking such an order;

(ii) the Servicer shall fail to perform its obligations under Section 8.02(s) of this Agreement;

(jj) (i) an order of the Bankruptcy Court shall be entered in any of the Chapter 11 Cases, after the entry of an order approving the Transaction Documents, approving a DIP Facility that is not an Eligible DIP Facility, (ii) any member of the Cyxtera Operating Group enters into a DIP Facility that either (x) is not an Eligible DIP Facility or (y) has terms that are not substantially consistent with the terms of the DIP Facility filed with the related motion in the Chapter 11 Cases or (iii) the occurrence of the maturity date of any DIP Facility;

(kk) the Seller or any Filing Debtor is enjoined, restrained or in any way prevented by an order of a court of competent jurisdiction (other than an order of the Bankruptcy Court approved by the Administrative Agent and each Purchaser in writing) from continuing to conduct all or any material part of its business or affairs; or

(ll) the Seller is determined by the Bankruptcy Court (or any other court of competent jurisdiction) to be substantively consolidated with any other member of the Cyxtera Corporate Group;

then, and in any such event, the Administrative Agent may (or, at the direction of the Majority Purchasers shall) by notice to the Seller (x) declare the Termination Date to have occurred (in which case the Termination Date shall be deemed to have occurred), (y) declare the Seller Obligation Final Due Date to have occurred (in which case the Seller Obligation Final Due Date shall be deemed to have occurred) and (z) declare the Aggregate Capital and all other Seller Obligations to be immediately due and payable (in which case the Aggregate Capital and all other Seller Obligations shall be immediately due and payable); provided that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in subsection (e) of this Section 10.01 with respect to the Seller, the Termination Date shall occur and the Aggregate Capital and all other Seller Obligations shall be immediately due and payable. Upon any such declaration or designation or upon such automatic termination, the Administrative Agent and the other Secured Parties shall have, in addition to the rights and remedies which they may have under this Agreement and the other Transaction Documents, all other rights and remedies provided after default under the UCC and under other Applicable Law, which rights and remedies shall be cumulative. Any proceeds from liquidation of the Sold Assets and Seller Collateral, including any amounts on deposit in the Cash Collateral Account, shall be applied in the order of priority set forth in Section 4.01.

ARTICLE XI

THE ADMINISTRATIVE AGENT

SECTION 11.01. Authorization and Action. Each Purchaser Party hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. The Administrative Agent shall not have any duties other than those expressly set forth in the Transaction Documents, and no implied obligations or liabilities shall be read into any Transaction Document, or otherwise exist, against the Administrative Agent. The Administrative Agent does not assume, nor shall it be deemed to have assumed, any obligation to, or relationship of trust or agency with, the Seller or any Affiliate thereof or any Purchaser Party except for any obligations expressly set forth herein. Notwithstanding any provision of this Agreement or any other Transaction Document, in no event shall the Administrative Agent ever be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to any provision of any Transaction Document or Applicable Law.

SECTION 11.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them as Administrative Agent under or in connection with this Agreement (including, without limitation, the Administrative Agent's servicing, administering or collecting Pool Receivables in the event it replaces the Servicer in such capacity pursuant to Section 9.01), in the absence of its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Purchaser Party or the Servicer), independent certified public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Purchaser Party (whether written or oral) and shall not be responsible to any Purchaser Party for any statements, warranties or representations (whether written or oral) made by any other party in or in connection with this Agreement; (c) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of any Purchaser Party or to inspect the property (including the books and records) of any Purchaser Party; (d) shall not be responsible to any Purchaser Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (e) shall be entitled to rely, and shall be fully protected in so relying, upon any notice (including notice by telephone), consent, certificate or other instrument or writing (which may be by facsimile) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 11.03. Administrative Agent and Affiliates. With respect to any Investment or interests therein owned by any Purchaser Party that is also the Administrative Agent, such Purchaser Party shall have the same rights and powers under this Agreement as any other Purchaser Party and may exercise the same as though it were not the Administrative Agent. The Administrative Agent and any of its Affiliates may generally engage in any kind of business with the Seller or any Affiliate thereof and any Person who may do business with or own securities of

the Seller or any Affiliate thereof, all as if the Administrative Agent were not the Administrative Agent hereunder and without any duty to account therefor to any other Secured Party.

SECTION 11.04. Indemnification of Administrative Agent. Each Purchaser agrees to indemnify the Administrative Agent (to the extent not reimbursed by the Seller or any Affiliate thereof), ratably according to the respective Percentage of such Purchaser, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Transaction Document or any action taken or omitted by the Administrative Agent under this Agreement or any other Transaction Document; provided that no Purchaser shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct.

SECTION 11.05. Delegation of Duties. The Administrative Agent may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 11.06. Action or Inaction by Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing to take action under any Transaction Document unless it shall first receive such advice or concurrence of the Purchasers or the Majority Purchasers, as the case may be, and assurance of its indemnification by the Purchasers, as it deems appropriate. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Transaction Document in accordance with a request or at the direction of the Purchasers or the Majority Purchasers, as the case may be, and such request or direction and any action taken or failure to act pursuant thereto shall be binding upon all Purchaser Parties. The Purchaser Parties and the Administrative Agent agree that unless any action to be taken by the Administrative Agent under a Transaction Document (i) specifically requires the advice or concurrence of all Purchasers or (ii) may be taken by the Administrative Agent alone or without any advice or concurrence of any Purchaser, then the Administrative Agent may take action based upon the advice or concurrence of the Majority Purchaser.

SECTION 11.07. Notice of Events of Termination; Action by Administrative Agent. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Unmatured Event of Termination or Event of Termination unless the Administrative Agent has received notice from any Purchaser Party or the Seller stating that an Unmatured Event of Termination or Event of Termination has occurred hereunder and describing such Unmatured Event of Termination or Event of Termination. If the Administrative Agent receives such a notice, it shall promptly give notice thereof to each Purchaser. The Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, concerning an Unmatured Event of Termination or Event of Termination or any other matter hereunder as the Administrative Agent deems advisable and in the best interests of the Secured Parties.

SECTION 11.08. Non-Reliance on Administrative Agent and Other Parties. Each Purchaser Party expressly acknowledges that neither the Administrative Agent nor any of its

directors, officers, agents or employees has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Seller or any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent. Each Purchaser Party represents and warrants to the Administrative Agent that, independently and without reliance upon the Administrative Agent or any other Purchaser Party and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Seller, each Originator, the Performance Guarantor or the Servicer and the Pool Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items expressly required to be delivered under any Transaction Document by the Administrative Agent to any Purchaser Party, the Administrative Agent shall not have any duty or responsibility to provide any Purchaser Party with any information concerning the Seller, any Originator, the Performance Guarantor or the Servicer that comes into the possession of the Administrative Agent or any of its directors, officers, agents, employees, attorneys-in-fact or Affiliates.

SECTION 11.09. Successor Administrative Agent.

(a) The Administrative Agent may, upon at least thirty (30) days' notice to the Seller, the Servicer and each Purchaser, resign as Administrative Agent. Except as provided below, such resignation shall not become effective until a successor Administrative Agent is appointed by the Majority Purchasers as a successor Administrative Agent and has accepted such appointment. If no successor Administrative Agent shall have been so appointed by the Majority Purchasers, within thirty (30) days after the departing Administrative Agent's giving of notice of resignation, the departing Administrative Agent may, on behalf of the Secured Parties, appoint a successor Administrative Agent as successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Purchasers within sixty (60) days after the departing Administrative Agent's giving of notice of resignation, the departing Administrative Agent may, on behalf of the Secured Parties, petition a court of competent jurisdiction to appoint a successor Administrative Agent.

(b) Upon such acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights and duties of the resigning Administrative Agent, and the resigning Administrative Agent shall be discharged from its duties and obligations under the Transaction Documents. After any resigning Administrative Agent's resignation hereunder, the provisions of this Article XI and Article XIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent.

SECTION 11.10. Structuring Agent. Each of the parties hereto hereby acknowledges and agrees that the Structuring Agent shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, other than the Structuring Agent's right to receive fees pursuant to Section 2.03. Each Purchaser Party acknowledges that it has not relied, and will not rely, on the Structuring Agent in deciding to enter into this Agreement and to take, or omit to take, any action under any Transaction Document.

SECTION 11.11. Erroneous Payments. (a) If the Administrative Agent notifies a Purchaser or any Person who has received funds on behalf of a Purchaser such Purchaser (any such Purchaser or other recipient, a “*Payment Recipient*”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Purchaser or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “*Erroneous Payment*”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Purchaser shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Bank Fund Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Purchaser, or any Person who has received funds on behalf of a Purchaser such Purchaser, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Purchaser, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Purchaser shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 11.11(b).

(c) Each Purchaser hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Purchaser under any Transaction Document, or otherwise payable or distributable by the Administrative Agent to such Purchaser from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Purchaser that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “Erroneous Payment Return Deficiency”), upon the Administrative Agent’s notice to such Purchaser at any time, (i) such Purchaser shall be deemed to have assigned its Portion of Capital (but not its Commitments) with respect to which such Erroneous Payment was made (the “*Erroneous Payment Impacted Capital*”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of its Portion of Capital (but not Commitments) of the Erroneous Payment Impacted Capital, the “*Erroneous Payment Deficiency Assignment*”) at par plus any accrued and unpaid Yield (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Seller) deemed to execute and deliver an Assignment and Acceptance Agreement with respect to such Erroneous Payment Deficiency Assignment, (ii) the Administrative Agent as the assignee Purchaser shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Purchaser shall become a Purchaser, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Purchaser shall cease to be a Purchaser, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Purchaser and (iv) the Administrative Agent may reflect in its books and records its ownership interest in the Capital subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Portion of Capital acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Purchaser shall be reduced by the net proceeds of the sale of such Portion of Capital, and the Administrative Agent shall retain all other rights, remedies and claims against such Purchaser (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Purchaser and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Portion of Capital acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Purchaser under the Transaction Documents with respect to each Erroneous Payment Return Deficiency (the “*Erroneous Payment Subrogation Rights*”).

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Seller or the Servicer, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such

Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Seller or the Servicer for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine

(g) Each party’s obligations, agreements and waivers under this Section 11.11 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all obligations (or any portion thereof) under any Transaction Document.

ARTICLE XII

SELLER GUARANTY

SECTION 12.01. Guaranty of Payment. The Seller hereby absolutely, irrevocably and unconditionally guarantees to each Purchaser, the Administrative Agent and the other Secured Parties the prompt payment of the Sold Receivables by the related Obligor and all other payment obligations included in the Sold Assets (collectively, the “Guaranteed Obligations”), in each case, in full when due, whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise (such guaranty, the “Seller Guaranty”). The Seller Guaranty is a guaranty of payment and not of collection and is a continuing irrevocable guaranty and shall apply to all Guaranteed Obligations whenever arising. To the extent the obligations of the Seller hereunder in respect to the Seller Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including because of any applicable state or federal Law relating to fraudulent conveyances or transfers) then such obligations of the Seller shall be limited to the maximum amount that is permissible under Applicable Law (whether federal or state or otherwise and including the Bankruptcy Code and any other applicable bankruptcy, insolvency, reorganization or other similar laws).

SECTION 12.02. Unconditional Guaranty. The obligations of the Seller under the Seller Guaranty are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any Guaranteed Obligations, any Contract, any Transaction Document or any other agreement or instrument referred to therein, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. The Seller agrees that the Seller Guaranty may be enforced by the Administrative Agent or the Purchasers without the necessity at any time of resorting to or exhausting any other security or collateral and without the necessity at any time of having recourse to any of the other Transaction Documents or any collateral, including the Sold Assets, hereafter securing the Guaranteed Obligations, the Seller Obligations or otherwise, and the Seller hereby waives the right to require the Administrative Agent or the Purchasers to make demand on or proceed against any Obligor, any Originator, the Servicer or the Performance Guarantor or any other Person or to require the Administrative Agent or the Purchasers to pursue any other remedy or enforce any other right. The Seller further agrees that

no Person or Governmental Authority shall have any right to request any return or reimbursement of funds from the Administrative Agent or the Purchasers in connection with monies received under or in respect of the Seller Guaranty. The Seller further agrees that nothing contained herein shall prevent the Administrative Agent or the Purchasers from suing on any of the other Transaction Documents or foreclosing its or their, as applicable, security interest in or lien on the Sold Assets or any other collateral securing the Guaranteed Obligations or the Seller Obligations or from exercising any other rights available to it or them, as applicable, under any Transaction Document, or any other instrument of security and the exercise of any of the aforesaid rights and the completion of any foreclosure proceedings shall not constitute a discharge of the Seller's obligations under the Seller Guaranty; it being the purpose and intent of the Seller that its obligations under the Seller Guaranty shall be absolute, independent and unconditional under any and all circumstances. Neither the Seller Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release, increase or limitation of the liability of any Obligor, any Originator, the Servicer or the Performance Guarantor or by reason of the bankruptcy or insolvency of any Obligor, any Originator, the Servicer or the Performance Guarantor. The Seller hereby waives any and all notice of the creation, renewal, extension, accrual, or increase of any of the Guaranteed Obligations and notice of or proof of reliance by the Administrative Agent or any Purchaser on the Seller Guaranty or acceptance of the Seller Guaranty. All dealings between any Obligor, any Originator, the Servicer, the Performance Guarantor or the Seller, on the one hand, and the Administrative Agent and the Purchasers, on the other hand, shall be conclusively presumed to have been had or consummated in reliance upon the Seller Guaranty. The Seller hereby represents and warrants that it is, and immediately after giving effect to the Seller Guaranty and the obligation evidenced hereby, will be, solvent. The Seller Guaranty and the obligations of the Seller under the Seller Guaranty shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than payment in full of all Guaranteed Obligations), including the occurrence of any of the following, whether or not the Administrative Agent or any Purchaser shall have had notice or knowledge of any of them: (A) any failure to assert or enforce or agreement not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Sold Assets or the Guaranteed Obligations or any agreement relating thereto, or with respect to any guaranty of or other security for the payment of the Sold Assets or the Guaranteed Obligations, (B) any waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including provisions relating to Termination Events) of any Transaction Document or any agreement or instrument executed pursuant thereto, or of any guaranty or other security for the Sold Assets or the Guaranteed Obligations, (C) to the fullest extent permitted by Applicable Law, any of the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect, (D) the application of payments received from any source to the payment of Indebtedness other than the Guaranteed Obligations, even though the Administrative Agent might have elected to apply such payment to any part or all of the Guaranteed Obligations, (E) any failure to perfect or continue perfection of a security interest in any of the Sold Assets or other Seller Collateral, (F) any defenses, set-offs or counterclaims which the Seller, any Originator, the Servicer, the Performance Guarantor or any Obligor may allege or assert against the Administrative Agent or any Purchaser in respect of the Sold Assets or the Guaranteed Obligations, including failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and

usury, and (G) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of the Seller as an obligor in respect of the Sold Assets or the Guaranteed Obligations.

SECTION 12.03. Modifications. The Seller agrees that: (a) all or any part of any security interest, lien, collateral security or supporting obligation now or hereafter held for any Guaranteed Obligation may be exchanged, compromised or surrendered from time to time; (b) none of the Purchasers or the Administrative Agent shall have any obligation to protect, perfect, secure or insure any security interest or lien now or hereafter held, if any, for the Guaranteed Obligations; (c) the time or place of payment of any Guaranteed Obligation may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; (d) any Obligor, any Originator, the Seller, the Servicer or the Performance Guarantor and any other party (including any co-guarantor) liable for payment of any Guaranteed Obligation may be granted indulgences generally; (e) any of the provisions of Contracts or any other agreements or documents governing or giving rise to any Guaranteed Obligation may be modified, amended or waived; and (f) any deposit balance for the credit of any Obligor, any Originator, the Servicer, the Performance Guarantor or the Seller or any other party (including any co-guarantor) liable for the payment of any Guaranteed Obligation or liable upon any security therefor may be released, in whole or in part, at, before or after the stated, extended or accelerated maturity of the Guaranteed Obligations, all without notice to or further assent by the Seller, which shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

SECTION 12.04. Waiver of Rights. The Seller expressly waives to the fullest extent permitted by Applicable Law: (a) notice of acceptance of the Seller Guaranty by the Purchasers and the Administrative Agent; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the Purchasers or the Administrative Agent obtaining, amending, substituting for, releasing, waiving or modifying any security interest or lien, if any, hereafter securing the Guaranteed Obligations, or the Purchasers or the Administrative Agent subordinating, compromising, discharging or releasing such security interests or liens, if any; (e) all other notices, demands, presentments, protests or any agreement or instrument related to the Sold Assets or the Guaranteed Obligations to which the Seller might otherwise be entitled; (f) any right to require the Administrative Agent or any Purchaser as a condition of payment or performance by the Seller, to (A) proceed against any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person, (B) proceed against or exhaust any other security held from any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person, (C) proceed against or have resort to any balance of any deposit account, securities account or credit on the books of the Administrative Agent, the Purchasers or any other Person, or (D) pursue any other remedy in the power of the Administrative Agent or the Purchasers whatsoever; (g) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person including any defense based on or arising out of the lack of validity or the unenforceability of the Sold Assets or the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person from any cause other than payment in full of the Sold Assets and the Guaranteed

Obligations; (h) any defense based upon any Applicable Law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (i) any defense based upon the Administrative Agent's or any Purchaser's errors or omissions in the administration of the Sold Assets or the Guaranteed Obligations; (j) (A) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Agreement and any legal or equitable discharge of the Sold Assets or the Guaranteed Obligations, (B) the benefit of any statute of limitations affecting the Seller's liability under the Seller Guaranty or the enforcement of the Seller Guaranty, (C) any rights to set-offs, recoupments and counterclaims, and (D) promptness, diligence and any requirement that the Administrative Agent and the Purchasers protect, secure, perfect or insure any other security interest or lien or any property subject thereto; and (k) to the fullest extent permitted by Applicable Law, any defenses or benefits that may be derived from or afforded by Applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement and the Seller Guaranty.

SECTION 12.05. Reinstatement. Notwithstanding anything contained in this Agreement or the other Transaction Documents, the obligations of the Seller under this Article III shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Seller agrees that it will indemnify Administrative Agent and each Purchaser on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by such Person in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 12.06. Remedies. The Seller agrees that, as between the Seller, on the one hand, and Administrative Agent and the Purchasers, on the other hand, the Guaranteed Obligations may be declared to be forthwith due and payable as provided in Article IX (and shall be deemed to have become automatically due and payable in the circumstances provided in Article IX) notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing such Guaranteed Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or such Guaranteed Obligations being deemed to have become automatically due and payable), such Guaranteed Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Seller.

SECTION 12.07. Subrogation. The Seller hereby waives all rights of subrogation (whether contractual or otherwise) to the claims of the Administrative Agent, the Purchasers and the other Secured Parties against any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person in respect of the Guaranteed Obligations until such time as all Guaranteed Obligations have been indefeasibly paid in full in cash and the Final Payout Date has occurred. The Seller further agrees that, to the extent such waiver of its rights of subrogation is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation shall be junior and subordinate to any rights the Administrative Agent or any Purchaser may have against any Obligor, any Originator, the Servicer, the Performance Guarantor or any other Person in respect of the Guaranteed Obligations.

SECTION 12.08. Inducement. The Purchasers have been induced to make the Investments under this Agreement in part based upon the Seller Guaranty that the Seller desires that the Seller Guaranty be honored and enforced as separate obligations of the Seller, should Administrative Agent and the Purchasers desire to do so.

SECTION 12.09. Security Interest.

(a) To secure the prompt payment and performance of the Guaranteed Obligations, the Seller Guaranty and all other Seller Obligations, the Seller hereby grants to the Administrative Agent, for the benefit of the Purchasers and the other Secured Parties, a continuing security interest in and lien upon all property and assets of the Seller, whether now or hereafter owned, existing or arising and wherever located, including the following (collectively, the “Seller Collateral”): (i) all Unsold Receivables, (ii) all Related Security with respect to such Unsold Receivables, (iii) all Collections with respect to such Unsold Receivables, (iv) the Cash Collateral Accounts, the Lock-Boxes and Collection Accounts and all amounts on deposit therein, and all certificates and instruments, if any, from time to time evidencing such Lock-Boxes and Collection Accounts and amounts on deposit therein, (v) all rights (but none of the obligations) of the Seller under the Purchase and Sale Agreement; (vi) all other personal and fixture property or assets of the Seller of every kind and nature including, without limitation, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, securities accounts, securities entitlements, letter-of-credit rights, commercial tort claims, securities and all other investment property, supporting obligations, money, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles) (each as defined in the UCC) and (vii) all proceeds of, and all amounts received or receivable under any or all of, the foregoing.

(b) The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Seller Collateral, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC. The Seller hereby authorizes the Administrative Agent to file financing statements describing the collateral covered thereby as “all of the debtor’s personal property or assets” or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(c) Immediately upon the occurrence of the Final Payout Date, the Seller Collateral shall be automatically released from the lien created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Purchasers and the other Purchaser Parties hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Seller Collateral shall revert to the Seller; provided, however, that promptly following written request therefor by the Seller delivered to the Administrative Agent following any such termination, and at the expense of the Seller, the Administrative Agent shall execute and deliver to the Seller UCC-3 termination statements and such other documents as the Seller shall reasonably request to evidence such termination.

(d) For the avoidance of doubt, the grant of security interest pursuant to this Section 12.09 shall be in addition to, and shall not be construed to limit or modify, the sale of Sold Assets pursuant to Section 2.01(b) or the Seller's grant of security interest pursuant to Section 5.05.

SECTION 12.10. Further Assurances. Promptly upon request, the Seller shall deliver such instruments, assignments or other documents or agreements, and shall take such actions, as the Administrative Agent or any Purchaser deems appropriate to evidence or perfect its security interest and lien on any of the Seller Collateral, or otherwise to give effect to the intent of this Article III.

ARTICLE XIII

INDEMNIFICATION

SECTION 13.01. Indemnities by the Seller.

(a) Without limiting any other rights that the Administrative Agent, the Purchaser Parties, the Affected Persons and their respective assigns, officers, directors, agents and employees (each, a "Seller Indemnified Party") may have hereunder or under Applicable Law, the Seller hereby agrees to indemnify each Seller Indemnified Party from and against any and all claims, losses and liabilities (including Attorney Costs) (all of the foregoing being collectively referred to as "Seller Indemnified Amounts") arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of the Investments or the security interest in respect of any Pool Receivable or any other Sold Assets or Seller Collateral; excluding, however, (a) Seller Indemnified Amounts to the extent a final non-appealable judgment of a court of competent jurisdiction holds that such Seller Indemnified Amounts resulted solely from the gross negligence or willful misconduct by the Seller Indemnified Party seeking indemnification and (b) Taxes that are covered by Section 5.03 (other than any Taxes specifically identified below in clause (xiv) or that represent losses, claims, damages, etc. arising from any non-Tax claim). Without limiting or being limited by the foregoing, the Seller shall pay on demand (it being understood that if any portion of such payment obligation is made from Collections, such payment will be made at the time and in the order of priority set forth in Section 4.01), to each Seller Indemnified Party any and all amounts necessary to indemnify such Seller Indemnified Party from and against any and all Seller Indemnified Amounts relating to or resulting from any of the following (but excluding Seller Indemnified Amounts and Taxes described in clauses (a) and (b) above):

(i) any Pool Receivable which the Seller or the Servicer includes as an Eligible Receivable as part of the Net Receivables Pool Balance but which is not an Eligible Receivable at such time;

(ii) any representation, warranty or statement made or deemed made by the Seller (or any of its respective officers) under or in connection with this Agreement, any of the other Transaction Documents, any Information Package, any Interim Report or any other information or report delivered by or on behalf of the Seller pursuant hereto which shall have been untrue or incorrect when made or deemed made;

(iii) the failure by the Seller to comply with any Applicable Law with respect to any Pool Receivable or the related Contract; or the failure of any Pool Receivable or the related Contract to conform to any such Applicable Law;

(iv) the failure to vest in the Administrative Agent a first priority perfected ownership or security interest in all or any portion of the Sold Assets or Seller Collateral, in each case free and clear of any Adverse Claim;

(v) the failure to have filed, or any delay in filing, financing statements, financing statement amendments, continuation statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to any Pool Receivable, any other Sold Assets or any Seller Collateral, whether at the time of any Investment or at any subsequent time;

(vi) any dispute, claim or defense (other than discharge in bankruptcy) of an Obligor to the payment of any Pool Receivable (including, without limitation, a defense based on such Pool Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from or relating to collection activities with respect to such Pool Receivable;

(vii) any failure of the Seller to perform any of its duties or obligations in accordance with the provisions hereof and of each other Transaction Document related to Pool Receivables or to timely and fully comply with the Credit and Collection Policy in regard to each Pool Receivable;

(viii) any products liability, environmental or other claim arising out of or in connection with any Pool Receivable or other merchandise, goods or services which are the subject of or related to any Pool Receivable;

(ix) the commingling of Collections of Pool Receivables at any time with other funds;

(x) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or the use of proceeds of any Investments or in respect of any Pool Receivable, any other Sold Assets or any Seller Collateral or any related Contract;

(xi) any failure of the Seller to comply with its covenants, obligations and agreements contained in this Agreement or any other Transaction Document;

(xii) any setoff with respect to any Pool Receivable;

(xiii) any claim brought by any Person other than a Seller Indemnified Party arising from any activity by the Seller or any Affiliate of the Seller in servicing, administering or collecting any Pool Receivable;

(xiv) the failure by the Seller to pay when due any taxes relating to the Seller Collateral, including sales, excise or personal property taxes;

(xv) any failure of a Collection Account Bank to comply with the terms of the applicable Account Control Agreement, the termination by a Collection Account Bank of any Account Control Agreement or any amounts (including in respect of any indemnity) payable by the Administrative Agent to a Collection Account Bank under any Account Control Agreement;

(xvi) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Pool Receivable (including, without limitation, a defense based on such Pool Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of goods or the rendering of services related to such Pool Receivable or the furnishing or failure to furnish any such goods or services or other similar claim or defense not arising from the financial inability of any Obligor to pay undisputed indebtedness;

(xvii) any action taken by the Administrative Agent as attorney-in-fact for the Seller, any Originator or the Servicer pursuant to this Agreement or any other Transaction Document;

(xviii) the failure of delay to provide any Obligor with an invoice or other evidence of indebtedness;

(xix) the use of proceeds of any Investment; or

(xx) any reduction in Capital as a result of the distribution of Collections if all or a portion of such distributions shall thereafter be rescinded or otherwise must be returned for any reason.

(b) Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Seller's indemnification obligations in clauses (ii), (iii), (vii) and (xi) of this Article XIII, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a material adverse effect or similar concepts of materiality shall be deemed to be not so qualified.

(c) Any indemnification or contribution under this Section shall survive the termination of this Agreement.

SECTION 13.02. Indemnification by the Servicer.

(a) The Servicer hereby agrees to indemnify and hold harmless the Seller, the Administrative Agent, the Purchaser Parties, the Affected Persons and their respective assigns, officers, directors, agents and employees (each, a "Servicer Indemnified Party"), from and against any loss, liability, expense, damage or injury suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of activities of the Servicer pursuant to this Agreement or any other Transaction Document, including any judgment, award, settlement, Attorney Costs and other costs or expenses incurred in connection with the defense of any actual or threatened action,

proceeding or claim (all of the foregoing being collectively referred to as, “Servicer Indemnified Amounts”); excluding (i) Servicer Indemnified Amounts to the extent a final non-appealable judgment of a court of competent jurisdiction holds that such Servicer Indemnified Amounts resulted solely from the gross negligence or willful misconduct by the Servicer Indemnified Party seeking indemnification, (ii) Taxes that are covered by Section 5.03 (other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim) and (iii) Servicer Indemnified Amounts to the extent the same includes losses in respect of Pool Receivables that are uncollectible solely on account of the insolvency, bankruptcy, lack of creditworthiness or other financial inability to pay of the related Obligor. Without limiting or being limited by the foregoing, the Servicer shall pay on demand, to each Servicer Indemnified Party any and all amounts necessary to indemnify such Servicer Indemnified Party from and against any and all Servicer Indemnified Amounts relating to or resulting from any of the following (but excluding Servicer Indemnified Amounts described in clauses (i), (ii) and (iii) above):

(i) any representation, warranty or statement made or deemed made by the Servicer (or any of its respective officers) under or in connection with this Agreement, any of the other Transaction Documents, any Information Package, any Interim Report or any other information or report delivered by or on behalf of the Servicer pursuant hereto which shall have been untrue or incorrect when made or deemed made;

(ii) the failure by the Servicer to comply with any Applicable Law with respect to any Pool Receivable or the related Contract; or the failure of any Pool Receivable or the related Contract to conform to any such Applicable Law;

(iii) the commingling of Collections of Pool Receivables at any time with other funds;

(iv) reserved; or

(v) any failure of the Servicer to comply with its covenants, obligations and agreements contained in this Agreement or any other Transaction Document.

(b) Any indemnification or contribution under this Section shall survive the termination of this Agreement.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.01. Amendments, Etc.

(a) No failure on the part of any Purchaser Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any of the Seller or any Affiliate thereof shall be effective unless in a writing signed by the Administrative Agent and the Majority Purchasers (and, in the case of any amendment, also signed by the Seller), and then such amendment, waiver or consent shall be effective only in the

specific instance and for the specific purpose for which given; provided, however, that (A) no amendment, waiver or consent shall, unless in writing and signed by the Servicer, affect the rights or duties of the Servicer under this Agreement; (B) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent and each Purchaser:

- (i) change (directly or indirectly) the definitions of, Capital Coverage Deficit, Defaulted Receivable, Delinquent Receivable, Eligible Receivable, Facility Limit, Seller Obligation Final Due Date, Net Receivables Pool Balance or Total Reserves contained in this Agreement, or increase the then existing Concentration Percentage or Special Concentration Limit for any Obligor or change the calculation of the Capital Coverage Amount;
- (ii) reduce the amount of Capital or Yield that is payable hereunder or delay any scheduled date for payment thereof;
- (iii) change any Event of Termination;
- (iv) release all or a material portion of the Sold Assets or Seller Collateral from the Administrative Agent's security interest created hereunder;
- (v) release the Performance Guarantor from any of its obligations under the Performance Guaranty or terminate the Performance Guaranty;
- (vi) change any of the provisions of this Section 14.01 or the definition of "Majority Purchasers"; or
- (vii) change the order of priority in which Collections are applied pursuant to Section 4.01.

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall increase any Purchaser's Commitment hereunder without the consent of such Purchaser, (B) no amendment, waiver or consent shall reduce any Fees payable by the Seller to any Person or delay the dates on which any such Fees are payable, in either case, without the consent of such Person and (C) no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Purchaser, except with respect to any amendment, waiver or other modification referred to in clauses (i) through (vii) above and then only in the event such Defaulting Purchaser shall be directly affected by such amendment, waiver or other modification.

SECTION 14.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and faxed or delivered, to each party hereto, at its address set forth under its name on Schedule III hereto or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

SECTION 14.03. Assignability; Addition of Purchasers.

(a) Assignment by Purchasers. Each Purchaser may assign to any Eligible Assignee or to any other Purchaser all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and any Capital or interests therein owned by it); provided, however that

(i) except for an assignment by a Purchaser to either an Affiliate of such Purchaser or any other Purchaser, each such assignment shall require the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required if an Event of Termination has occurred and is continuing);

(ii) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement;

(iii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance Agreement with respect to such assignment) shall in no event be less than the lesser of (x) \$5,000,000 and (y) all of the assigning Purchaser's Commitment; and

(iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance Agreement.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance Agreement, (x) the assignee thereunder shall be a party to this Agreement, and to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance Agreement, have the rights and obligations of a Purchaser hereunder and (y) the assigning Purchaser shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance Agreement, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance Agreement covering all or the remaining portion of an assigning Purchaser's rights and obligations under this Agreement, such Purchaser shall cease to be a party hereto).

(b) Register. The Administrative Agent shall, acting solely for this purpose as an agent of the Seller, maintain at its address referred to on Schedule III of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Purchasers, the Commitment of each Purchaser and the aggregate outstanding Capital (and stated Yield) of each Purchaser from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Seller, the Servicer, the Administrative Agent, and the other Purchaser Parties may treat each Person whose name is recorded in the Register as a Purchaser under this Agreement for all purposes of this Agreement. The Register

shall be available for inspection by the Seller, the Servicer, or any Purchaser at any reasonable time and from time to time upon reasonable prior notice.

(c) Procedure. Upon its receipt of an Assignment and Acceptance Agreement executed and delivered by an assigning Purchaser and an Eligible Assignee or assignee Purchaser, the Administrative Agent shall, if such Assignment and Acceptance Agreement has been duly completed, (i) accept such Assignment and Acceptance Agreement, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Seller and the Servicer.

(d) Participations. Each Purchaser may sell participations to one or more Eligible Assignees (each, a "Participant") in or to all or a portion of its rights and/or obligations under this Agreement (including, without limitation, all or a portion of its Commitment and its Capital and Yield thereon); provided, however, that

(i) such Purchaser's obligations under this Agreement (including, without limitation, its Commitment to the Seller hereunder) shall remain unchanged, and

(ii) such Purchaser shall remain solely responsible to the other parties to this Agreement for the performance of such obligations.

The Administrative Agent, other Purchasers, the Seller and the Servicer shall have the right to continue to deal solely and directly with such Purchaser in connection with such Purchaser's rights and obligations under this Agreement. The Seller agrees that each Participant shall be entitled to the benefits of Sections 5.01 and 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(f)-(g) (it being understood that the documentation required under Section 5.03(f)-(g) shall be delivered to the participating Purchaser)) to the same extent as if it were a Purchaser and had acquired its interest by assignment pursuant to clause (b) of this Section; provided that such Participant shall not be entitled to receive any greater payment under Section 5.01 or 5.03, with respect to any participation, than its participating Purchaser would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(e) Participant Register. Each Purchaser that sells a participation shall, acting solely for this purpose as an agent of the Seller, maintain a register on which it enters the name and address of each Participant and the Capital (and stated Yield) participated to each Participant, together with each Participant's interest in the other obligations under this Agreement (the "Participant Register"); provided that no Purchaser shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Capital, Yield or its other obligations under any this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Capital, Yield or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the Proposed United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Purchaser shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For

the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Assignments by Administrative Agent. This Agreement and the rights and obligations of the Administrative Agent herein shall be assignable by the Administrative Agent and its successors and assigns; provided that in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent, so long as no Event of Termination or Unmatured Event of Termination has occurred and is continuing, such assignment shall require the Seller's consent (not to be unreasonably withheld, conditioned or delayed).

(g) Assignments by the Seller or the Servicer. Neither the Seller nor, except as provided in Section 9.01, the Servicer may assign any of its respective rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and each Purchaser (such consent to be provided or withheld in the sole discretion of such Person).

(h) Addition of Purchasers. The Seller may, with written notice to the Administrative Agent and each Purchaser, add additional Persons as Purchasers or cause an existing Purchaser to increase its Commitment; provided, however, that the Commitment of any existing Purchaser may only be increased with the prior written consent of such Purchaser. Each new Purchaser shall become a party hereto, by executing and delivering to the Administrative Agent and the Seller, an assumption agreement (each, an "Assumption Agreement") in the form of Exhibit D hereto (which Assumption Agreement shall, in the case of any new Purchaser, be executed by such Purchaser).

(i) Pledge to a Federal Reserve Bank. Notwithstanding anything to the contrary set forth herein, (i) any Purchaser, Program Support Provider or any of their respective Affiliates may at any time pledge or grant a security interest in all or any portion of its interest in, to and under this Agreement (including, without limitation, rights to payment of Capital and Yield) and any other Transaction Document to secure its obligations to a Federal Reserve Bank, without notice to or the consent of the Seller, the Servicer, any Affiliate thereof or any Purchaser Party; provided, however, that that no such pledge shall relieve such assignor of its obligations under this Agreement.

SECTION 14.04. Costs and Expenses. In addition to the rights of indemnification granted under Section 13.01 hereof, the Seller agrees to pay on demand all reasonable out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Transaction Documents (together with all amendments, restatements, supplements, consents and waivers, if any, from time to time hereto and thereto), including, without limitation, (i) the reasonable Attorney Costs for the Administrative Agent and the other Purchaser Parties and any of their respective Affiliates with respect thereto and with respect to advising the Administrative Agent and the other Purchaser Parties and their respective Affiliates as to their rights and remedies under this Agreement and the other Transaction Documents and (ii) reasonable accountants', auditors' and consultants' fees and expenses for the Administrative Agent and the other Purchaser Parties and any of their respective Affiliates and the fees and charges of any nationally recognized statistical rating agency incurred in connection with the administration and maintenance of this Agreement or advising the Administrative Agent or any other Purchaser Party as to their rights and remedies under this Agreement or as to any actual

or reasonably claimed breach of this Agreement or any other Transaction Document. In addition, the Seller agrees to pay on demand all reasonable out-of-pocket costs and expenses (including reasonable Attorney Costs), of the Administrative Agent and the other Purchaser Parties and their respective Affiliates, incurred in connection with the enforcement of any of their respective rights or remedies under the provisions of this Agreement and the other Transaction Documents.

SECTION 14.05. No Proceedings; Limitation on Payments. Each of the Servicer, each Purchaser and each assignee of Capital or any Yield thereof or of any other Seller Obligations, hereby covenants and agrees that it will not institute against, or join any other Person in instituting against, the Seller any Insolvency Proceeding until one year and one day after the Final Payout Date; provided, that the Administrative Agent may take any such action in its sole discretion following the occurrence of an Event of Termination.

SECTION 14.06. Confidentiality.

(a) Each of the Seller and the Servicer covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement or the Fee Letter (including any fees payable in connection with this Agreement, the Fee Letter or any other Transaction Document or the identity of the Administrative Agent or any other Purchaser Party), except as the Administrative Agent and each Purchaser may have consented to in writing prior to any proposed disclosure; provided, however, that it may disclose such information (i) to its Advisors and Representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Seller, the Servicer or their Advisors and Representatives, (iii) as may be required in any financial statement, disclosure, or other filing with the SEC or (iv) to the extent it should be (A) required by Applicable Law, or in connection with any legal or regulatory proceeding or (B) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (iv) above, the Seller and the Servicer will use reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the affected Purchaser Party of its intention to make any such disclosure prior to making such disclosure. Each of the Seller and the Servicer agrees to be responsible for any breach of this Section by its Representatives and Advisors and agrees that its Representatives and Advisors will be advised by it of the confidential nature of such information and shall agree to comply with this Section. Notwithstanding the foregoing, it is expressly agreed that each of the Seller, the Servicer and their respective Affiliates may publish a press release or otherwise publicly announce the existence and principal amount of the Commitments under this Agreement and the transactions contemplated hereby; provided that the Administrative Agent shall be provided a reasonable opportunity to review such press release or other public announcement prior to its release and provide comment thereon; and provided, further, that no such press release shall name or otherwise identify the Administrative Agent, any other Purchaser Party or any of their respective Affiliates without such Person's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

(b) Each of the Administrative Agent and each other Purchaser Party, severally and with respect to itself only, agrees to hold in confidence, and not disclose to any Person, any confidential and proprietary information concerning the Seller, the Servicer and their respective Affiliates and their businesses or the terms of this Agreement (including any fees payable in connection with this Agreement or the other Transaction Documents), except as the Seller or the

Servicer may have consented to in writing prior to any proposed disclosure; provided, however, that it may disclose such information (i) to its Advisors and Representatives, (ii) to its assignees and Participants and potential assignees and Participants and their respective counsel if they agree in writing to hold it confidential, (iii) to the extent such information has become available to the public other than as a result of a disclosure by or through it or its Representatives or Advisors, (iv) to the extent it should be (A) required by Applicable Law, or in connection with any legal or regulatory proceeding or (B) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (iv) above, the Administrative Agent and each Purchaser will use reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by Applicable Law) notify the Seller and the Servicer of its making any such disclosure as promptly as reasonably practicable thereafter. Each of the Administrative Agent and each Purchaser, severally and with respect to itself only, agrees to be responsible for any breach of this Section by its Representatives and Advisors agrees that its Representatives and Advisors will be advised by it of the confidential nature of such information and shall agree to comply with this Section. Notwithstanding the foregoing, the Seller consents to the publication by the Administrative Agent or any other Purchaser Party of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, *provided*, that such material may only include the name of Cyxtera and the Facility Limit.

(c) As used in this Section, (i) “Advisors” means, with respect to any Person, such Person’s accountants, attorneys and other confidential advisors and (ii) “Representatives” means, with respect to any Person, such Person’s Affiliates, Subsidiaries, directors, managers, officers, employees, members, investors, financing sources, insurers, professional advisors, representatives and agents; *provided* that such Persons shall not be deemed to Representatives of a Person unless (and solely to the extent that) confidential information is furnished to such Person.

(d) Notwithstanding the foregoing, to the extent not inconsistent with applicable securities laws, each party hereto (and each of its employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure (as defined in Section 1.6011-4 of the Treasury Regulations) of the transactions contemplated by the Transaction Documents and all materials of any kind (including opinions or other tax analyses) that are provided to such Person relating to such tax treatment and tax structure.]

SECTION 14.07. GOVERNING LAW. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF ADMINISTRATIVE AGENT OR ANY PURCHASER IN THE sold ASSETS OR SELLER COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

SECTION 14.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all

of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words “execution”, “executed”, “signed”, “signature”, and words of like import in this Agreement and the other Transaction Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 14.09. Integration; Binding Effect; Survival of Termination. This Agreement and the other Transaction Documents contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the Final Payout Date; provided, however, that the provisions of Sections 5.01, 5.02, 5.03, 11.04, 11.06, 12.08, 12.09, 12.10, 13.01, 13.02, 14.04, 14.05, 14.06, 14.09, 14.11 and 14.13 shall survive any termination of this Agreement.

SECTION 14.10. CONSENT TO JURISDICTION. (a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, OR TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, (I) WITH RESPECT TO THE SELLER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (A) SHALL BE HEARD AND DETERMINED, IN EACH CASE, BY THE BANKRUPTCY COURT OR (B) TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, (I) IF BROUGHT BY THE SELLER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 14.10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT

IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE SELLER AND THE SERVICER CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 14.02. NOTHING IN THIS SECTION 14.10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 14.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 14.12. Ratable Payments. If any Purchaser Party, whether by setoff or otherwise, has payment made to it with respect to any Seller Obligations in a greater proportion than that received by any other Purchaser Party entitled to receive a ratable share of such Seller Obligations, such Purchaser Party agrees, promptly upon demand, to purchase for cash without recourse or warranty a portion of such Seller Obligations held by the other Purchaser Parties so that after such purchase each Purchaser Party will hold its ratable proportion of such Seller Obligations; provided that if all or any portion of such excess amount is thereafter recovered from such Purchaser Party, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

SECTION 14.13. Limitation of Liability.

(a) No claim may be made by the Seller or any Affiliate thereof or any other Person against any Purchaser Party or their respective Affiliates, members, directors, officers, employees, incorporators, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith; and each of the Seller and the Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. None of the Purchaser Parties and their respective Affiliates shall have any liability to the Seller or any Affiliate thereof or any other Person asserting claims on behalf of or in right of the Seller or any Affiliate thereof in connection with or as a result of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Seller or any Affiliate thereof result from the breach of contract, gross negligence or willful misconduct of such Purchaser Party in performing its duties and obligations hereunder and under the other Transaction Documents to which it is a party.

(b) The obligations of the Administrative Agent and each of the other Purchaser Parties under this Agreement and each of the Transaction Documents are solely the corporate obligations of such Person. No recourse shall be had for any obligation or claim arising out of or based upon this Agreement or any other Transaction Document against any member, director, officer, employee or incorporator of any such Person.

SECTION 14.14. Intended Tax Treatment. The parties to this Agreement intend that the obligations of the Seller hereunder (including the obligation to return Capital to the Purchasers and make payments of Yield thereon) will be treated under United States federal, and applicable state, local and foreign tax law as debt (the “Intended Tax Treatment”). The Seller, the Servicer, the Administrative Agent and the other Purchaser Parties agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment unless required by Applicable Law. Each assignee and each Participant acquiring an interest in an Investment, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

SECTION 14.15. USA Patriot Act. Each of the Administrative Agent and each of the other Purchaser Parties hereby notifies the Seller and the Servicer that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “PATRIOT Act”), the Administrative Agent and the other Purchaser Parties may be required to obtain, verify and record information that identifies the Seller, the Originators, the Servicer and the Performance Guarantor, which information includes the name, address, tax identification number and other information regarding the Seller, the Originators, the Servicer and the Performance Guarantor that will allow the Administrative Agent and the other Purchaser Parties to identify the Seller, the Originators, the Servicer and the Performance Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act. Each of the Seller and the Servicer agrees to provide the Administrative Agent and each other Purchaser Parties, from time to time, with all documentation and other information required by bank regulatory authorities under “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

SECTION 14.16. Right of Setoff. Each Purchaser Party is hereby authorized (in addition to any other rights it may have), at any time during the continuance of an Event of Termination, to setoff, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by such Purchaser Party (including by any branches or agencies of such Purchaser Party) to, or for the account of, the Seller or the Servicer against amounts owing by the Seller or the Servicer hereunder (even if contingent or unmatured); provided that such Purchaser Party shall notify the Seller or the Servicer, as applicable, promptly following such setoff.

SECTION 14.17. Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 14.18. Mutual Negotiations. This Agreement and the other Transaction Documents are the product of mutual negotiations by the parties thereto and their counsel, and no

party shall be deemed the draftsman of this Agreement or any other Transaction Document or any provision hereof or thereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Agreement or any other Transaction Document, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

SECTION 14.19. Captions and Cross References. The various captions (including the table of contents) in this Agreement are provided solely for convenience of reference and shall not affect the meaning or interpretation of any provision of this Agreement. Unless otherwise indicated, references in this Agreement to any Section, Schedule or Exhibit are to such Section Schedule or Exhibit to this Agreement, as the case may be, and references in any Section, subsection, or clause to any subsection, clause or subclause are to such subsection, clause or subclause of such Section, subsection or clause.

[Signature Pages Follow]

EXHIBIT A
Form of Investment Request

[Letterhead of Seller]

[Date]

[Administrative Agent]

[Purchasers]

Re: **Investment Request**

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Receivables Purchase Agreement, dated as of June [●], 2023 among Cyxtera Receivables Holdings, LLC (the “Seller”), Cyxtera Communications, LLC, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, as Servicer (the “Servicer”), the Purchasers party thereto, PNC Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”) and PNC Capital Markets LLC, as Structuring Agent (as amended, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms used in this Investment Request and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

This letter constitutes an Investment Request pursuant to Section 2.02(a) of the Agreement. The Seller hereby request an Investment of Capital in the aggregate amount of [\$ _____] to be made on [_____, 20__] (of which \$[] of Capital will be funded by the PNC [and \$[_____] of Capital will be funded by [_____]]. Such Capital should be deposited to [Account number], at [Name, Address and ABA Number of Bank]. After giving effect to such Investment, the Aggregate Capital will be [\$_____].

The Seller hereby represents and warrants as of the date hereof, and after giving effect to such Investment, as follows:

- (i) the representations and warranties of the Seller and the Servicer contained in Sections 7.01 and 7.02 of the Agreement are true and correct in all material respects on and as of the date of such Investment as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;
- (ii) no Event of Termination or Unmatured Event of Termination has occurred and is continuing, and no Event of Termination or Unmatured Event of Termination would result from such Investment;
- (iii) no Capital Coverage Deficit exists or would exist after giving effect to such Investment;
- (iv) the Aggregate Capital will not exceed the Facility Limit;

- (v) the Aggregate Capital will exceed the Minimum Funding Threshold;
- (vi) the Termination Date has not occurred; and
- (vii) the Sold Receivables are identified on the Schedule of Sold Receivables attached hereto.

EXHIBIT B
Form of Reduction Notice

[LETTERHEAD OF SELLER]

[Date]

[Administrative Agent]

[Purchasers]

Re: Reduction Notice

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Receivables Purchase Agreement, dated as of June [●], 2023 among Cyxtera Receivables Holdings, LLC, as seller (the “Seller”), Cyxtera Communications, LLC, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as Servicer (the “Servicer”), the Purchasers party thereto, PNC Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”) and PNC Capital Markets LLC, as Structuring Agent (as amended, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms used in this Reduction Notice and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

This letter constitutes a Reduction Notice pursuant to Section 2.02(d) of the Agreement. The Seller hereby notifies the Administrative Agent and the Purchasers that it shall reduce the outstanding Capital of the Purchasers in the amount of [\$_____] to be made on [_____, 20__]. After giving effect to such reduction, the Aggregate Capital will be [\$_____].

The Seller hereby represents and warrants as of the date hereof, and after giving effect to such reduction, as follows:

- (i) the representations and warranties of the Seller and the Servicer contained in Sections 7.01 and 7.02 of the Agreement are true and correct in all material respects on and as of the date of such reduction as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;
- (ii) no Event of Termination or Unmatured Event of Termination has occurred and is continuing, and no Event of Termination or Unmatured Event of Termination would result from such reduction;
- (iii) no Capital Coverage Deficit exists or would exist after giving effect to such reduction;
- (iv) the Aggregate Capital will exceed the Minimum Funding Threshold; and
- (v) the Termination Date has not occurred.

EXHIBIT C
[Form of Assignment and Acceptance Agreement]

Dated as of _____, 2022

Section 1.

Commitment assigned:	\$[_____]
Assignor’s remaining Commitment:	\$[_____]
Capital allocable to Commitment assigned:	\$[_____]
Assignor’s remaining Capital:	\$[_____]
Yield (if any) allocable to Capital assigned:	\$[_____]
Yield (if any) allocable to Assignor’s remaining Capital:	\$[_____]

Section 2.

Effective Date of this Assignment and Acceptance Agreement: [_____]

Upon execution and delivery of this Assignment and Acceptance Agreement by the assignee and the assignor and the satisfaction of the other conditions to assignment specified in Section 14.03(b) of the Agreement (as defined below), from and after the effective date specified above, the assignee shall become a party to, and, to the extent of the rights and obligations thereunder being assigned to it pursuant to this Assignment and Acceptance Agreement, shall have the rights and obligations of a Purchaser under that certain Amended and Restated Receivables Purchase Agreement, dated as of June [●], 2023 among Cyxtera Receivables Holdings, LLC, as Seller, Cyxtera Communications, LLC, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as Servicer, the Purchasers party thereto, PNC Bank, National Association, as Administrative Agent and PNC Capital Markets LLC, as Structuring Agent (as amended, supplemented or otherwise modified from time to time, the “Agreement”).

(Signature Pages Follow)

EXHIBIT D
[Form of Assumption Agreement]

THIS ASSUMPTION AGREEMENT (this “Agreement”), dated as of [_____, ____], is among _____ (the “Seller”), and [_____, ____], as Purchaser (the “Relevant Purchaser”)

BACKGROUND

The Seller and various others are parties to a certain Amended and Restated Receivables Purchase Agreement, dated as of June [●], 2023 (as amended through the date hereof and as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Receivables Purchase Agreement”). Capitalized terms used and not otherwise defined herein have the respective meaning assigned to such terms in the Receivables Purchase Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. This letter constitutes an Assumption Agreement pursuant to Section 14.03(i) of the Receivables Purchase Agreement. The Seller desires the Relevant Purchaser [to [become a Purchaser] [increase its existing Commitment] under the Receivables Purchase Agreement, and upon the terms and subject to the conditions set forth in the Receivables Purchase Agreement, the Relevant Purchaser agrees to [become a Purchaser thereunder] [increase its Commitment to the amount set forth as its “Commitment” under the signature of such Relevant Purchaser hereto].

The Seller hereby represents and warrants to the Relevant Purchasers as of the date hereof, as follows:

- (i) the representations and warranties of the Seller contained in Section 7.01 of the Receivables Purchase Agreement are true and correct on and as of such date as though made on and as of such date;
- (ii) no Event of Termination or Unmatured Event of Termination has occurred and is continuing, or would result from the assumption contemplated hereby; and
- (iii) the Termination Date shall not have occurred.

SECTION 2. Upon execution and delivery of this Agreement by the Seller and the Relevant Purchaser, satisfaction of any other applicable conditions with respect to the addition of a Purchaser specified in Section 14.03(i) of the Receivables Purchase Agreement (including the written consent of the Administrative Agent and the Majority Purchasers) and receipt by the Administrative Agent of counterparts of this Agreement (whether by facsimile or otherwise) executed by each of the parties hereto, [the Relevant Purchasers shall become a party to, and have the rights and obligations of Purchasers under, the Receivables Purchase Agreement and the “Commitment” with respect to the Relevant Purchasers shall be as set forth under the signature of each the Relevant Purchaser hereto] [the Relevant Purchaser shall increase its Commitment to the amount set forth as the “Commitment” under the signature of the Relevant Purchaser hereto].

SECTION 3. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF). This Agreement may not be amended or supplemented except pursuant to a writing signed by each of the parties hereto and may not be waived except pursuant to a writing signed by the party to be charged. This Agreement may be executed in counterparts, and by the different parties on different counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement.

(Signature Pages Follow)

EXHIBIT E
[Reserved]

EXHIBIT F
Credit and Collection Policy

(Attached)

EXHIBIT G
Form of Information Package

(Attached)

EXHIBIT H
Form of Compliance Certificate

To: PNC Bank, National Association, as Administrative Agent

This Compliance Certificate is furnished pursuant to that certain Amended and Restated Receivables Purchase Agreement, dated as of June [●], 2023 among Cyxtera Receivables Holdings, LLC (the “Seller”), Cyxtera Communications, LLC, a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code as Servicer (the “Servicer”), the Purchasers party thereto, PNC Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”) and PNC Capital Markets LLC, as Structuring Agent (as amended, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of the Servicer.
2. I have reviewed the terms of the Agreement and each of the other Transaction Documents and I have made, or have caused to be made under my supervision, a detailed review of the transactions and condition of the Seller during the accounting period covered by the attached financial statements.
3. The examinations described in paragraph 2 above did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Termination or an Unmatured Event of Termination, as each such term is defined under the Agreement, during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate[, except as set forth in paragraph 5 below].
4. Schedule I attached hereto sets forth financial statements of Cyxtera and its Subsidiaries for the period referenced on such Schedule I.
- [5. Described below are the exceptions, if any, to paragraph 3 above by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which Seller has taken, is taking, or proposes to take with respect to each such condition or event:]

The foregoing certifications are made and delivered this _____ day of _____, 20__.

[_____]

By: _____
Name: _____
Title: _____

SCHEDULE I TO COMPLIANCE CERTIFICATE

A. Schedule of Compliance as of _____, 20__ with Section 8.02([t]) of the Agreement. Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

This schedule relates to the month ended: _____.

B. The following financial statements of Cyxtera and its Subsidiaries for the period ending on _____, 20__, are attached hereto:

EXHIBIT I
Closing Memorandum

(Attached)

CLOSING MEMORANDUM
DEBTOR-IN-POSSESSION RECEIVABLES SECURITIZATION FACILITY

for

**Cyxtera Technologies, Inc.
& certain of its Subsidiaries**

with

**PNC Bank, National Association,
*as Administrative Agent and Purchaser***

and

**PNC Capital Markets LLC,
*as Structuring Agent***

For Closing on June [●], 2023

Parties, Roles and Abbreviations:

<i>Administrative Agent</i>	PNC
<i>BofA</i>	Bank of America, National Association
<i>Collection Account Bank(s)</i>	PNC and BofA
<i>Cyxtera</i>	Cyxtera Communications, LLC (f/k/a Savvis Communications, LLC), a Missouri limited liability company
<i>Cyxtera Parties</i>	Each of the Servicer, the Originators, the Seller and the Performance Guarantor
<i>K&E</i>	Kirkland & Ellis LLP, special counsel to the Cyxtera Parties
<i>MB</i>	Mayer Brown LLP, special counsel to PNC
<i>Originators</i>	Cyxtera and Cyxtera Federal Group, Inc.
<i>Performance Guarantor</i>	Cyxtera Technologies, Inc., a Delaware corporation
<i>PNC</i>	PNC Bank, National Association
<i>Purchaser</i>	PNC
<i>Seller</i>	Cyxtera Receivables Holdings, LLC, a Delaware limited liability company
<i>Servicer</i>	Cyxtera
<i>Structuring Agent</i>	PNC Capital Markets LLC

Document	Responsible Party	Signatures Needed	Status/Notes	Doc Number
A. DOCUMENTS				
1. Amended and Restated Receivables Purchase Agreement	MB	<input type="checkbox"/> Seller <input type="checkbox"/> Servicer <input type="checkbox"/> PNC <input type="checkbox"/> Administrative Agent	Sent to K&E 6/4	753556037
2. Amended and Restated Purchase and Sale Agreement ("PSA")	MB	<input type="checkbox"/> Seller <input type="checkbox"/> Servicer <input type="checkbox"/> Originators	Sent to K&E 6/4	753585230
3. Amended and Restated Performance Guaranty	MB	<input type="checkbox"/> Performance Guarantor <input type="checkbox"/> Administrative Agent	Sent to K&E 6/4	753595227
4. Originator Performance Guaranty	MB	<input type="checkbox"/> Originators <input type="checkbox"/> Administrative Agent	Sent to K&E 6/4	753608998
5. Amended and Restated Fee Letter	MB	<input type="checkbox"/> Seller <input type="checkbox"/> PNC <input type="checkbox"/> Administrative Agent <input type="checkbox"/> Structuring Agent	Sent to K&E 6/4	753640822
C. SECURITY INTEREST FILING DOCUMENTATION				
6. UCC/Judgment/ERISA/Tax Lien Search Reports for each Originator from its jurisdiction of organization	K&E	N/A	Received	
7. UCC/Judgment/ERISA/Tax Lien Search Reports for the Seller from its jurisdiction of organization	K&E	N/A	Received	
D. LEGAL OPINIONS				
8. Opinion of K&E re: enforceability and general corporate matters (covering matters, including but not limited to, due authorization, execution and delivery, enforceability under NY Law, no conflicts with laws and 1940 Act matters)	K&E	<input type="checkbox"/> K&E	[Coverage of Seller, not debtor entities]	

Document	Responsible Party	Signatures Needed	Status/Notes	Doc Number
E. DOCUMENTATION AS TO AUTHORITY, INCUMBENCY AND OTHER MATTERS WITH RESPECT TO SELLER				
9. Officer's Certificate of Seller a. Authorizing Resolutions b. Certificate of Formation c. Limited Liability Company Agreement d. Incumbency and signatures	K&E	<input type="checkbox"/> Seller's Officer		
10. Good Standing Certificate of Seller from the State of Delaware	K&E	N/A	Received 6/1	

EXHIBIT J
Form of Interim Report

(Attached)

EXHIBIT K
Form of Interim Order

(Attached)

EXHIBIT L
Interim Report

(Attached)

**SCHEDULE I
Commitments**

PNC Bank, National Association		
Party	Capacity	Commitment
PNC Bank, National Association	Purchaser	\$37,500,000

SCHEDULE II
Lock-Boxes, Collection Accounts and Collection Account Banks

Collection Account Bank	Collection Account Number	Associated Lock-Box (if any)
Bank of America, N.A.	4134369862	4134369862
Bank of America, N.A.	4134369930	4134369930

SCHEDULE III Notice Addresses

- (A) in the case of the Seller, at the following address:

Cyxtera Receivables Holdings, LLC
2333 Ponce De Leon Blvd
Suite 900
Coral Gables, FL 33134
Attn: Carlos Sagasta, Chief Financial Officer
Telephone: (214) 478-9384
Email: carlos.sagasta@cyxtera.com

- (B) in the case of the Servicer, at the following address:

Cyxtera Communications, LLC
2333 Ponce De Leon Blvd
Suite 900
Coral Gables, FL 33134
Attn: Carlos Sagasta, Chief Financial Officer
Telephone: (214) 478-9384
Email: carlos.sagasta@cyxtera.com

- (C) in the case of the Administrative Agent, at the following address:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue, 11th Floor
Pittsburgh, PA 15222
Telephone: (412) 768-2001
Facsimile: (412) 803-7142
Attention: Brian Stanley
Email: brian.stanley@pnc.com and ABFAdmin@pnc.com

- (D) in the case of any other Person, at the address for such Person specified in the other Transaction Documents; in each case, or at such other address as shall be designated by such Person in a written notice to the other parties to this Agreement.

SCHEDULE IV
Initial Schedule of Sold Receivables

[On File with the Administrative Agent]

EXHIBIT D

Originator Performance Guaranty

ORIGINATOR PERFORMANCE GUARANTY

This ORIGINATOR PERFORMANCE GUARANTY (this “*Performance Guaranty*”), dated as of June [●], 2023, is made by each of the Originators (as defined below) in favor of PNC BANK, NATIONAL ASSOCIATION (“*PNC*”), as administrative agent under the Receivables Purchase Agreement defined below (together with its successors and assigns in such capacity, the “*Administrative Agent*”), for the benefit of the Seller, the Administrative Agent, and the Purchasers under the Receivables Purchase Agreement defined below. Capitalized terms used but not otherwise defined herein have the respective meanings assigned thereto in, or by reference in, the Receivables Purchase Agreement (defined below).

PRELIMINARY STATEMENTS

(1) Concurrently herewith, each Originator identified on the signature pages hereto (each, an “*Originator*”) and Cyxtera Receivables Holdings, LLC, a Delaware limited liability company (the “*Seller*”), as buyer, are entering into that certain Amended and Restated Purchase and Sale Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Purchase and Sale Agreement*”).

(2) Concurrently herewith, the Seller, Cyxtera Communications, LLC, as initial Servicer (in such capacity, the “*Servicer*”), the Persons from time to time party thereto as Purchasers, the Administrative Agent, and PNC Capital Markets, LLC, as Structuring Agent are entering into that certain Amended and Restated Receivables Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Receivables Purchase Agreement*”), pursuant to which (i) the Purchasers may from time to time make Investments with respect to certain Pool Receivables, (ii) the Seller has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in the Seller Collateral, and (iii) the Servicer will service the Pool Receivables.

(3) For the purposes of this Performance Guaranty, “*Covered Originator*” means with respect to each Originator, each other Originator party to the Purchase and Sale Agreement as of the date hereof and each other Person that is an Affiliate of an Originator on the date hereof that becomes a party to the Purchase and Sale Agreement as an “*Originator*” thereunder after the date hereof.

(4) Each Originator’s execution and delivery of this Performance Guaranty are conditions precedent to the effectiveness of the Receivables Purchase Agreement.

(5) Each Originator has determined that its execution and delivery of this Performance Guaranty is in its best interests because, *inter alia*, each Originator (individually) and each Originator and its Affiliates (collectively) will derive substantial direct and indirect benefit from the other transactions contemplated under the Purchase and Sale Agreement and the Receivables Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Originator hereby agrees as follows:

SECTION 1. UNCONDITIONAL UNDERTAKING; ENFORCEMENT.

Each Originator, jointly and severally hereby unconditionally and irrevocably undertakes and assures for the benefit of the Seller, Administrative Agent (including, without limitation, as assignee of the Seller's rights, interests and claims under the Purchase and Sale Agreement), and the Purchasers the due and punctual performance and observance by each Originator of the terms, covenants, indemnities, conditions, agreements, undertakings and obligations on the part of such Covered Originator to be performed or observed by it under the Purchase and Sale Agreement, the Receivables Purchase Agreement and each of the other Transaction Documents to which such Covered Originator is a party, including, without limitation, any agreement or obligation of such Covered Originator to pay any indemnity or make any payment in respect of any applicable purchase price adjustment, Deemed Collection or repurchase obligation under any such Transaction Document, in each case on the terms and subject to the conditions set forth in the applicable Transaction Documents as the same shall be amended, restated, supplemented or otherwise modified and in effect from time to time (all such terms, covenants, indemnities, conditions, agreements, undertakings and obligations on the part of the Covered Originators to be paid, performed or observed by them being collectively called the "*Guaranteed Obligations*"). For the avoidance of doubt and without limiting the foregoing, the Guaranteed obligations shall not include the obligation of any Obligor to pay or perform its obligations under a Contract. Without limiting the generality of the foregoing, each Originator agrees that if any Covered Originator shall fail in any manner whatsoever to perform or observe any of its Guaranteed Obligations when the same shall be required to be performed or observed under any applicable Transaction Document, then such Originator will itself duly and punctually perform or observe such Guaranteed Obligations or cause to be performed or observed such Guaranteed Obligations. It shall not be a condition to the accrual of the obligation of each Originator hereunder to perform or observe any Guaranteed Obligation or to cause to be performed or observed any Guaranteed Obligation that the Administrative Agent, any Purchaser, the Seller or any other Person shall have first made any request of or demand upon or given any notice to each Originator, any Covered Originator or any of their respective successors and assigns or have initiated any action or proceeding against each Originator, any Covered Originator or any of their respective successors and assigns in respect thereof. The Seller and the Administrative Agent (on behalf of itself, the Purchasers, and the other Secured Parties) may proceed to enforce the obligations of each Originator under this Performance Guaranty without first pursuing or exhausting any right or remedy which the Administrative Agent, or any Purchaser may have against any Covered Originator, the Seller, any other Person, the Pool Receivables or any other property. Each Originator agrees that its obligations under this Performance Guaranty shall be irrevocable. It is expressly acknowledged that this Performance Guaranty is a guarantee of performance only and is not a guarantee of the payment of any Pool Receivables and there shall be no recourse to such Originator for any non-payment or delay in payment of any Pool Receivables solely by reason of the bankruptcy, insolvency or lack of creditworthiness or other financial inability to pay or financial or credit condition of the related Obligor or the uncollectability of any of such Pool Receivables or for any Guaranteed Obligations the payment of which could otherwise constitute recourse to each Originator or any Covered Originator for uncollectable Pool Receivables.

SECTION 2. VALIDITY OF OBLIGATIONS.

(a) Each Originator jointly and severally agrees that its obligations under this Performance Guaranty are absolute and unconditional, irrespective of: (i) the validity, enforceability, avoidance, subordination, discharge (other than by any order by the Bankruptcy Court) or disaffirmance by any Person (including a trustee in bankruptcy) of the Guaranteed Obligations, (ii) the absence of any attempt by any Secured Party (or by the Seller) to collect any Sold Assets or to realize upon any other Seller Collateral or any other property or collateral, or to obtain performance or observance of the Guaranteed Obligations from the Covered Originators or the Seller or any other Person, (iii) the waiver, consent, amendment, modification, extension, forbearance or granting of any indulgence by any Secured Party (or by the Seller) with respect to any provision of any agreement or instrument evidencing the Guaranteed Obligations other than a written settlement between the Covered Parties and an Originator or the Servicer, (iv) any change of the time, manner or place of performance of, or in any other term of any of the Guaranteed Obligations, including, without limitation, any amendment to or modification of any of the Transaction Documents, (v) any law, rule, regulation or order of any jurisdiction affecting any term or provision of any of the Guaranteed Obligations, or rights of the Secured Parties (or of the Seller) with respect thereto, (vi) the failure by any Secured Party (or by the Seller) to take any steps to perfect and maintain perfected its interest in any Seller Collateral or other property or in any security or collateral related to the Guaranteed Obligations, (vii) any failure to obtain any consent, authorization or approval from or other action by, or to notify or file with, any Governmental Authority required in connection with the performance of the obligations hereunder by each Originator, (viii) any impossibility or impracticability of performance, illegality, *force majeure*, any act of government, or other circumstances which might constitute a defense available to, or a discharge of any Covered Originator or each Originator, or any other circumstance, event or happening whatsoever whether foreseen or unforeseen and whether similar to or dissimilar to anything referred to above, (ix) any manner of application of Seller Collateral or any other assets of any Covered Originator or of the Seller, or proceeds thereof, to satisfy all or any of the Guaranteed Obligations or as otherwise permitted under the Transaction Documents, or any manner of sale or other disposition of any collateral for all or any of the Guaranteed Obligations or as otherwise permitted under the Transaction Documents, and (x) any change, restructuring or termination of the corporate structure or existence of any Covered Originator, the Seller or each Originator or any other Person or the equity ownership, existence, control, merger, consolidation or sale, lease or transfer of any of the assets of any such Person, or any bankruptcy, insolvency, winding up, dissolution, liquidation, receivership, assignment for the benefit of creditors, arrangement, composition, readjustment or reorganization of, or similar proceedings affecting, any Covered Originator, the Seller or any of their assets or obligations. Each Originator's obligations under this Performance Guaranty shall not be limited if any Secured Party is precluded for any reason (including, without limitation, the application of the automatic stay to a Covered Originator under Section 362 of the Bankruptcy Code) from enforcing or exercising any right or remedy with respect to the Guaranteed Obligations, and each Originator shall perform or observe, upon demand, the Guaranteed Obligations that would otherwise have been due and performable or observable by any Covered Originator had such right and remedies been permitted to be exercised.

(b) Should any money due or owing under this Performance Guaranty not be recoverable from each Originator due to any of the matters specified in this Section 2, then, in any such case, such money shall nevertheless be recoverable from each Originator as though each

Originator were the principal debtor in respect thereof and not merely a guarantor and shall be paid by each Originator forthwith. Each Originator further agrees that, to the extent that any Covered Originator, the Seller or any other Person makes a payment or payments to any Secured Party in respect of any Guaranteed Obligation, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to such Covered Originator, the Seller or other Person, as applicable, or to the estate, trustee, or receiver of any Covered Originator, the Seller, Person or any other party, including, without limitation, each Originator, under any bankruptcy, insolvency or similar state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the Guaranteed Obligations or any part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

SECTION 3. REINSTATEMENT, ETC.

Unless otherwise ordered by a Bankruptcy Court, each Originator agrees that this Performance Guaranty shall continue to be effective or shall be automatically reinstated, as the case may be, if and to the extent that for any reason any payment (in whole or in part) by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization (including, without limitation, upon the insolvency, bankruptcy or reorganization of any Covered Originator) or otherwise, as though such payment had not been made, and each Originator agrees that it will indemnify Administrative Agent and each Purchaser on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by such Person in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 4. WAIVER.

Each Originator expressly waives to the fullest extent permitted by Applicable Law: (a) notice of acceptance of the Performance Guaranty by the Purchasers and the Administrative Agent; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the Purchasers or the Administrative Agent obtaining, amending, substituting for, releasing, waiving or modifying any security interest or lien, if any, hereafter securing the Guaranteed Obligations, or the Purchasers or the Administrative Agent subordinating, compromising, discharging or releasing such security interests or liens, if any; (e) all other notices, demands, presentments, protests or any agreement or instrument related to the Guaranteed Obligations to which each Originator might otherwise be entitled; (f) any right to require any Secured Party (or the Seller) as a condition of payment or performance by each Originator, to (i) proceed against or exhaust any right or take any action against any Covered Originator, the Seller, any other Person or any property, (ii) proceed against or exhaust any other security held from Covered Originator or any other Person, (iii) proceed against or have resort to any balance of any deposit account, securities account or credit on the books of the Administrative Agent, the Purchasers or any other

Person, or (iv) pursue any other remedy in the power of the Administrative Agent or the Purchasers whatsoever; (g) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Covered Originator or any other Person including any defense based on or arising out of the lack of validity or the unenforceability of the Sold Assets or the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Obligor, any Covered Originator or any other Person from any cause other than payment in full of the Sold Assets and the Guaranteed Obligations; (h) any defense based upon any Applicable Law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (i) any defense based upon the Administrative Agent's or any Purchaser's errors or omissions in the administration of the Sold Assets or the Guaranteed Obligations; (j) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Performance Guaranty and any legal or equitable discharge of the Sold Assets or the Guaranteed Obligations, (ii) the benefit of any statute of limitations affecting each Originator's liability under the Performance Guaranty or the enforcement of the Performance Guaranty, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that the Administrative Agent and the Purchasers protect, secure, perfect or insure any other security interest or lien or any property subject thereto; and (k) to the fullest extent permitted by Applicable Law, any defenses or benefits that may be derived from or afforded by Applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement and the Performance Guaranty. Each Originator represents and warrants to the Secured Parties that it has adequate means to obtain from the Covered Originators and the Seller, on a continuing basis, all information concerning the financial condition of the Covered Originators and the Seller, and that it is not relying on any Secured Party to provide such information either now or in the future.

SECTION 5. SUBROGATION.

Each Originator hereby waives all rights of subrogation (whether contractual or otherwise) to the claims, if any, of the Administrative Agent, the Purchasers and the other Secured Parties (or the Seller) against the Covered Originators and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from the Covered Originators which may otherwise have arisen in connection with this Performance Guaranty until the Final Payout Date. Each Originator further agrees that, to the extent such waiver of its rights of subrogation is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation shall be junior and subordinate to any rights the Administrative Agent or any Purchaser may have against any Obligor, any Covered Originator, each Originator or any other Person in respect of the Guaranteed Obligations.

SECTION 6. ADDITIONAL PROVISIONS.

(a) The rights of the Administrative Agent and Secured Parties, in each case, shall be subject to the applicable provisions of (i) the Interim Order (at any time prior to the entry of the Final Order), and (ii) the Final Order (thereafter).

(b) Each Originator hereby covenants, represents and warrants that, upon entry of (i) the Interim Order at any time prior to the entry of the Final Order and (ii) the Final Order thereafter, the Guaranteed Obligations shall at all times constitute an allowed

superpriority claim against each Originator pursuant to section 364(c)(1) of the Bankruptcy Code with priority above all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to the Superpriority Claims granted in connection with any Eligible DIP Facility and the “Carve Out” (as defined in the Financing Orders).

SECTION 7. REPRESENTATIONS AND WARRANTIES OF EACH ORIGINATOR.

Each of the representations and warranties made by each Originator pursuant to Article V of the Purchase and Sale Agreement is incorporated by reference herein and made a party hereof, and each Originator hereby represents and warrants to the Administrative Agent and each of the Purchasers as of the date hereof, that each such representation is true and correct.

SECTION 8. CERTAIN COVENANTS.

Each of the Originator’s covenants set forth in Article VI of the Purchase and Sale Agreement is incorporated by reference herein and made a part hereof, and each Originator hereby agrees to perform such covenants in accordance with the terms of the Purchase and Sale Agreement.

SECTION 9. AMENDMENTS, ETC.

No amendment or waiver of any provision of this Performance Guaranty shall be effective unless the same shall be in writing and signed by the Administrative Agent, each Purchaser and each Originator, and no consent to any departure by each Originator herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 10. ADDRESSES FOR NOTICES.

All notices and other communications provided for hereunder shall be in writing (which shall not include facsimile communication, but shall include email communication) and mailed, sent or delivered to (a) if to the Administrative Agent, to its address specified for notices in the Receivables Purchase Agreement, (b) if to any Purchaser, to such Purchaser’s address specified for notices in the Receivables Purchase Agreement, and (c) if to each Originator, to its address set forth below, or in either case, to such other address as the relevant party specified to the other from time to time in writing:

c/o Cyxtera Technologies, Inc., a Delaware corporation
2333 Ponce De Leon Blvd
Suite 900
Coral Gables, FL 33134
Attn: Carlos Sagasta, Chief Financial Officer
Email: carlos.sagasta@cyxtera.com
Telephone: (214) 478-9384

Notices and communications sent by email shall be effective when confirmed by electronic receipt or otherwise acknowledged, and notices and communications sent by other means shall be effective when received.

SECTION 11. NO WAIVER; REMEDIES.

No failure on the part of the Seller, the Administrative Agent, or any Purchaser to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

SECTION 12. CONTINUING AGREEMENT; THIRD PARTY BENEFICIARIES; ASSIGNMENT.

This Performance Guaranty is a continuing agreement and shall (i) remain in full force and effect until the later of (x) the payment and performance in full of the Guaranteed Obligations and all other amounts payable under this Performance Guaranty and (y) one year and a day after the Final Payout Date, (ii) be binding upon each Originator, its successors and assigns and (iii) inure to the benefit of, and be enforceable by, the Seller, the Administrative Agent, and the Purchasers and their respective successors and assigns. Without limiting the generality of the foregoing clause (iii), upon any assignment by a Purchaser permitted pursuant to the Receivables Purchase Agreement, the applicable assignee shall thereupon become vested with all the benefits in respect thereof granted to the Purchasers herein or otherwise. Each of the parties hereto hereby agrees that each of the Purchasers shall be a third-party beneficiary of this Performance Guaranty. No Originator shall assign, delegate or otherwise transfer any of its obligations or duties under this Performance Guaranty without the prior written consent of the Administrative Agent and each Purchaser. Any payments hereunder shall be made in full in Dollars without any set-off, deduction or counterclaim and each Originator's obligations hereunder shall not be satisfied by any tender or recovery of another currency except to the extent such tender or recovery results in receipt of the full amount of Dollars required hereunder.

SECTION 13. MUTUAL NEGOTIATIONS.

This Performance Guaranty is the product of mutual negotiations by the parties hereto and their counsel, and no party shall be deemed the draftsman of this Performance Guaranty or any provision hereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Performance Guaranty, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

SECTION 14. COSTS AND EXPENSES.

Each Originator hereby agrees to pay within ten (10) Business Days of written request therefor, all reasonable out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery and administration of this Performance Guaranty (or any supplement or amendment hereto), including, without limitation, the reasonable Attorney Costs for the Administrative Agent and the other Purchaser Parties and any of their respective Affiliates with respect thereto and with respect to advising the Administrative Agent and the other Purchaser Parties and their respective Affiliates as to their rights and remedies under this Performance

Guaranty, subject to any limitations set forth in the Receivables Purchase Agreement. In addition, each Originator agrees to pay on demand all reasonable out-of-pocket costs and expenses (including reasonable Attorney Costs), of the Administrative Agent and the other Purchaser Parties and their respective Affiliates, incurred in connection with the enforcement of any of their respective rights or remedies under the provisions of this Performance Guaranty.

SECTION 15. GOVERNING LAW.

THIS PERFORMANCE GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICT OF LAWS PROVISIONS THEREOF).

SECTION 16. CONSENT TO JURISDICTION.

(i) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, OR TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PERFORMANCE GUARANTY, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED, IN EACH CASE, BY THE BANKRUPTCY COURT OR TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, ANY SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 16 SHALL AFFECT THE RIGHT OF THE SELLER, THE ADMINISTRATIVE AGENT, OR ANY PURCHASER TO BRING ANY ACTION OR PROCEEDING AGAINST EACH ORIGINATOR OR ANY OF ITS RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(ii) EACH PARTY HERETO CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 10. NOTHING IN THIS SECTION 16 SHALL AFFECT THE RIGHT OF THE SELLER, THE ADMINISTRATIVE AGENT, OR ANY PURCHASER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 17. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS PERFORMANCE GUARANTY OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 18. PAYMENTS.

All payments to be made by each Originator hereunder shall be made at the principal office of the Administrative Agent set forth in the Receivables Purchase Agreement (or at such other place for the account of the Administrative Agent as it may from time to time specify to each Originator) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without setoff, counterclaim or reduction and without deduction for, and free from, any and all Taxes, except as required by Applicable Law. If each Originator is required by law to make any deduction or withholding on account of any tax or other withholding or deduction from any sum payable by the undersigned hereunder, the undersigned shall pay any such tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Secured Parties shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made, *provided*, that for the avoidance of doubt that in no event shall the gross-up provisions herein entitle the Purchasers to receive an amount in excess of that which would have been received under the applicable Transaction Documents and *provided further*, that each Originator receives from PNC complete and accurate appropriate IRS Forms W-9 or W-8, with all appropriate attachments.

SECTION 19. SETOFF RIGHTS OF PURCHASER PARTIES.

The Administrative Agent and the other Purchaser Parties may from time to time, following the demand therefore by such Person, set-off and apply any liabilities any such Person may have to each Originator (including liabilities in respect of any monies deposited with it by each Originator) against any and all of the obligations of each Originator to such Person now or hereafter existing under this Performance Guaranty.

SECTION 20. SEVERABILITY.

If any term or provision of this Performance Guaranty shall be determined to be illegal or unenforceable to any extent with respect to any person or circumstance, the enforceability of such term or provision shall not be affected with respect to any other person or circumstance, and such term or provision shall be enforceable to the fullest extent permitted by Applicable Law.

SECTION 21. COUNTERPARTS.

This Performance Guaranty may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Performance Guaranty.

[Signature Pages Follow]

EXHIBIT E

Omnibus Amendment

OMNIBUS AMENDMENT

This OMNIBUS AMENDMENT (this "Amendment"), dated as of June 4, 2023, is the:

(i) SECOND AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT, among CYXTERA RECEIVABLES HOLDINGS, LLC, as seller (the "Seller"), CYXTERA COMMUNICATIONS, LLC, as initial servicer (in such capacity, the "Servicer"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrative agent and purchaser; and

(ii) FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT, among the Servicer, CYXTERA COMMUNICATIONS, LLC as an originator, CYXTERA FEDERAL GROUP, INC. as an originator (together with CYXTERA COMMUNICATIONS, LLC, each an "Originator," and collectively, the "Originators"), and CYXTERA RECEIVABLES HOLDINGS, LLC, as buyer (in such capacity, the "Buyer").

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Purchase Agreement described below.

BACKGROUND

A. The Seller, the Servicer and PNC have entered into that certain Receivables Purchase Agreement, dated as of August 31, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Receivables Purchase Agreement");

B. The Servicer, the Originators and the Buyer have entered into that certain Purchase and Sale Agreement, dated as of August 31, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase and Sale Agreement" and together with the Receivables Purchase Agreement, the "Agreements");

C. Cyxtera Technologies, Inc. as the performance guarantor (in such capacity, the "Performance Guarantor") is a party to that certain Performance Guaranty, dated as of August 31, 2022, in favor of the Administrative Agent for the benefit of the Secured Parties (as may be amended, restated, supplemented or otherwise modified from time to time, the "Performance Guaranty"); and

D. The parties hereto desire to amend the Agreements as set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Amendments to the Receivables Purchase Agreement. The Receivables Purchase Agreement is hereby amended as follows:

(a) The following new defined terms are added in appropriate alphabetical order to Article I of the Receivables Purchase Agreement:

“Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey or such other court as shall have jurisdiction over the Specified Chapter 11 Cases.

“Interim Order” means an order of the Bankruptcy Court in substantially the form of Exhibit K, with changes to such form as are satisfactory to the Administrative Agent and the Majority Purchasers, as determined by the Administrative Agent and the Majority Purchasers in their sole discretion.

“Specified Chapter 11 Cases” means any Chapter 11 cases of Cyxtera and certain of its Subsidiaries (other than the Seller) initiated by Cyxtera and certain of its Subsidiaries on or prior to June 7, 2023 and jointly administered under the same case number in the Bankruptcy Court. For the avoidance of doubt, the Specified Chapter 11 Cases shall not include any Insolvency Proceeding with respect to the Seller.

(b) Section 10.01(e) of the Receivables Purchase Agreement is hereby amended and restated in its entirety as follows:

(e) the Seller, any Originator, the Performance Guarantor or the Servicer 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 Insolvency Proceeding shall be instituted by or against the Seller, any Originator, the Performance Guarantor or the Servicer and, in the case of any such proceeding instituted against such Person (but not instituted by such Person), either such proceeding shall remain undismissed or unstayed for a period of sixty (60) consecutive days, or any of the actions sought in such proceeding (including 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 Seller, any Originator, the Performance Guarantor or the Servicer shall take any corporate or organizational action to authorize any of the actions set forth above in this paragraph; provided that no Event of Termination shall occur solely as a result of the Specified Chapter 11 Cases so long as (i) the Bankruptcy Court shall have entered the Interim Order by June 7, 2023 (or such later date agreed to in writing by the Administrative Agent) and (ii) the amendments to the Transaction Documents contemplated by the Interim Order shall become effective in accordance with their terms by June 7, 2023 (or such later date agreed to in writing by the Administrative Agent);

(c) Exhibit K attached hereto is added to the Receivables Purchase Agreement and shall constitute Exhibit K thereto.

2. Matters regarding Specified Chapter 11 Cases.

(a) *Purchases and Contributions under Purchase and Sale Agreement.* Each Originator party hereto, the Seller, in its capacity as buyer under the Purchase and Sale Agreement, and the Servicer, hereby agree that each Originator shall cease to sell or contribute Receivables and Related Rights to the Buyer pursuant to the Purchase and Sale Agreement on the date of the filing or commencement of the Specified Chapter 11 Cases and shall not resume any such sales or contributions until such date, if any, that both (i) the Bankruptcy Court shall have entered the Interim Order and (ii) the amendments to the Transaction Documents contemplated by the Interim Order shall have become effective. Except as set forth in the preceding sentence, the Purchase and Sale Agreement shall remain in full force and effect, including, without limitation: (x) all indemnification obligations of the Originators thereunder, (y) all existing sales of Receivables and Related Rights thereunder by the Originators to the Seller, as buyer, and (z) the security interests granted by the Originators pursuant to Section 1.5 thereof.

(b) *Conditions to Investments and Releases.* Each of the parties hereto hereby agrees that from the date of the filing or commencement of the Specified Chapter 11 Cases until such date, if any, that both (i) the Bankruptcy Court shall have entered the Interim Order and (ii) the amendments to the Transaction Documents contemplated by the Interim Order shall have become effective, (A) the conditions precedent to any Investment or Release set forth the Receivables Purchase Agreement shall not be satisfied, (B) neither the Seller nor Servicer shall request any Investment (and no Investments shall be made) and (C) no Collections or other amounts shall be released by the Administrative Agent to the Seller, any Originator, the Performance Guarantor or the Servicer. Each of the Seller, any Originator, the Performance Guarantor and the Servicer shall deposit any Collections it receives during such period into a Collection Account within one day of receipt.

For the avoidance of doubt, other than as expressly set forth herein, this Amendment shall not be construed as a waiver by any party of any Event of Termination or Unmatured Event of Termination, or of any rights or remedies in respect thereof, that may arise from the occurrence of a Specified Chapter 11 Case.

3. Representations and Warranties of the Seller, Servicer, Originators and Buyer. The Seller, Servicer, each of the Originators, and the Buyer each hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties.* Each of the representations and warranties made by it under the applicable Agreements and each of the Transaction Documents to which it is a party are true and correct in all material respects as of the date hereof (unless stated to relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date).

(b) *Enforceability.* The execution and delivery by it of this Amendment, and the performance of its obligations under this Amendment, the applicable Agreements, as amended hereby, and the other Transaction Documents to which it is a party, are within its organizational powers and have been duly authorized by all necessary organizational action

on its part. This Amendment, the applicable Agreements, as amended hereby, and the other Transaction Documents to which it is a party are (assuming due authorization and execution by the other parties thereto) are its valid and legally binding obligations, enforceable in accordance with its respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) *No Default.* Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Event of Termination or Unmatured Event of Termination exists or shall exist.

4. Entire Agreement. Except as otherwise amended hereby, all of the other terms and provisions of each Agreement are and shall remain in full force and effect and the Agreements, as amended and supplemented by this Amendment, is hereby ratified and confirmed by the parties hereto. After this Amendment becomes effective, (i) all references in the Receivables Purchase Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Purchase Agreement shall be deemed to be references to the Receivables Purchase Agreement as amended by this Amendment and (ii) all references in the Purchase and Sale Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Purchase and Sale Agreement shall be deemed to be references to the Purchase and Sale Agreement as amended by this Amendment. This Amendment contains the entire understanding of the parties with respect to the provisions of the Agreements amended and supplemented hereby and may not be modified except in writing signed by all parties. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of either Agreement other than as set forth herein.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words "execution", "executed", "signed", "signature", and words of like import in this Amendment and the other Transaction Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Effectiveness. This Amendment shall become effective as of the date hereof upon the Administrative Agent's receipt of counterparts to this Amendment executed by each of the parties hereto.

8. Governing Law.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF ADMINISTRATIVE AGENT OR ANY PURCHASER IN THE SOLD ASSETS OR SELLER COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE SELLER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE SELLER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS CLAUSE SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE SELLER AND THE SERVICER CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 14.02 OF THE AGREEMENT. NOTHING IN THIS CLAUSE SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO SERVE

LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT.

9. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreements or any provision hereof or thereof.

10. Reaffirmation of Performance Guaranty. After giving effect to this Amendment and each of the transactions contemplated hereby, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

EXHIBIT K

FORM OF INTERIM ORDER

(Attached)

*Omnibus Amendment
(Cyxtera)*

Exhibit K

EXHIBIT F

Technologies Performance Guaranty

AMENDED AND RESTATED PERFORMANCE GUARANTY

This AMENDED AND RESTATED PERFORMANCE GUARANTY (this “*Performance Guaranty*”), dated as of June [], 2023, is made by Cyxtera Technologies, Inc. a Delaware corporation, and a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code (together with its successors and permitted assigns, the “*Performance Guarantor*”), in favor of PNC BANK, NATIONAL ASSOCIATION (“*PNC*”), as administrative agent under the Receivables Purchase Agreement defined below (together with its successors and assigns in such capacity, the “*Administrative Agent*”), for the benefit of the Seller, the Administrative Agent, and the Purchasers under the Receivables Purchase Agreement defined below. Capitalized terms used but not otherwise defined herein have the respective meanings assigned thereto in, or by reference in, the Receivables Purchase Agreement (defined below).

PRELIMINARY STATEMENTS

(1) Concurrently herewith, Cyxtera Communications, LLC, a Missouri limited liability company and wholly-owned indirect subsidiary of the Performance Guarantor and Cyxtera Federal Group, Inc., a Delaware corporation and wholly-owned indirect subsidiary of the Performance Guarantor, each as a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code, as originators (each, an “*Originator*”) and Cyxtera Receivables Holdings, LLC, a Delaware limited liability company (the “*Seller*”), as buyer, are entering into that certain Amended and Restated Purchase and Sale Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Purchase and Sale Agreement*”).

(2) Concurrently herewith, the Seller, Cyxtera Communications, LLC, as initial Servicer (in such capacity, the “*Servicer*”), the Persons from time to time party thereto as Purchasers, the Administrative Agent, and PNC Capital Markets, LLC, as Structuring Agent are entering into that certain Amended and Restated Receivables Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Receivables Purchase Agreement*”), pursuant to which (i) the Purchasers may from time to time make Investments with respect to certain Pool Receivables, (ii) the Seller has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in the Seller Collateral, and (iii) the Servicer will service the Pool Receivables.

(3) As of the date hereof, the Performance Guarantor is the direct or indirect owner of 100% of the outstanding Capital Stock of the Servicer, each Originator and the Seller.

(4) The Performance Guarantor’s execution and delivery of this Performance Guaranty are conditions precedent to the effectiveness of the Receivables Purchase Agreement.

(5) The Performance Guarantor has determined that its execution and delivery of this Performance Guaranty is in its best interests because, *inter alia*, the Performance Guarantor (individually) and the Performance Guarantor and its Affiliates (collectively) will derive substantial direct and indirect benefit from (i) each Originator’s sale of Receivables to the Seller from time to time under the Purchase and Sale Agreement, (ii) the Servicer’s servicing of the Receivables under the Receivables Purchase Agreement, (iii) the financial accommodations made by the Purchasers to the Seller from time to time under the Receivables Purchase Agreement, and

(iv) the other transactions contemplated under the Purchase and Sale Agreement and the Receivables Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Performance Guarantor hereby agrees as follows:

SECTION 1. UNCONDITIONAL UNDERTAKING; ENFORCEMENT.

The Performance Guarantor hereby unconditionally and irrevocably undertakes and assures for the benefit of the Seller, Administrative Agent (including, without limitation, as assignee of the Seller's rights, interests and claims under the Purchase and Sale Agreement), and the Purchasers the due and punctual performance and observance by each Originator and the Servicer (together with their respective successors and assigns, collectively, the "*Covered Entities*," and each, a "*Covered Entity*") of the terms, covenants, indemnities, conditions, agreements, undertakings and obligations on the part of such Covered Entity to be performed or observed by it under the Purchase and Sale Agreement, the Receivables Purchase Agreement and each of the other Transaction Documents to which such Covered Entity is a party, including, without limitation, any agreement or obligation of such Covered Entity to pay any indemnity or make any payment in respect of any applicable purchase price adjustment, Deemed Collection or repurchase obligation under any such Transaction Document, in each case on the terms and subject to the conditions set forth in the applicable Transaction Documents as the same shall be amended, restated, supplemented or otherwise modified and in effect from time to time (all such terms, covenants, indemnities, conditions, agreements, undertakings and obligations on the part of the Covered Entities to be paid, performed or observed by them being collectively called the "*Guaranteed Obligations*"). For the avoidance of doubt and without limiting the foregoing, the Guaranteed obligations shall not include the obligation of any Obligor to pay or perform its obligations under a Contract. Without limiting the generality of the foregoing, the Performance Guarantor agrees that if any Covered Entity shall fail in any manner whatsoever to perform or observe any of its Guaranteed Obligations when the same shall be required to be performed or observed under any applicable Transaction Document, then the Performance Guarantor will itself duly and punctually perform or observe such Guaranteed Obligations or cause to be performed or observed such Guaranteed Obligations. It shall not be a condition to the accrual of the obligation of the Performance Guarantor hereunder to perform or observe any Guaranteed Obligation or to cause to be performed or observed any Guaranteed Obligation that the Administrative Agent, any Purchaser, the Seller or any other Person shall have first made any request of or demand upon or given any notice to the Performance Guarantor, any Covered Entity or any of their respective successors and assigns or have initiated any action or proceeding against the Performance Guarantor, any Covered Entity or any of their respective successors and assigns in respect thereof. The Seller and the Administrative Agent (on behalf of itself, the Purchasers, and the other Secured Parties) may proceed to enforce the obligations of the Performance Guarantor under this Performance Guaranty without first pursuing or exhausting any right or remedy which the Administrative Agent, or any Purchaser may have against any Covered Entity, the Seller, any other Person, the Pool Receivables or any other property. The Performance Guarantor agrees that its obligations under this Performance Guaranty shall be irrevocable. It is expressly acknowledged that this Performance Guaranty is a guarantee of performance only and is not a guarantee of the payment of any Pool Receivables and there shall be no recourse to the Performance Guarantor for any non-payment or delay in payment of any Pool Receivables solely by reason of the bankruptcy,

insolvency or lack of creditworthiness or other financial inability to pay or financial or credit condition of the related Obligor or the uncollectability of any of such Pool Receivables or for any Guaranteed Obligations the payment of which could otherwise constitute recourse to the Performance Guarantor or any Covered Entity for uncollectable Pool Receivables.

SECTION 2. VALIDITY OF OBLIGATIONS.

(a) The Performance Guarantor agrees that its obligations under this Performance Guaranty are absolute and unconditional, irrespective of: (i) the validity, enforceability, avoidance, subordination, discharge, or disaffirmance by any Person (including a trustee in bankruptcy) of the Guaranteed Obligations, (ii) the absence of any attempt by any Secured Party (or by the Seller) to collect any Sold Assets or to realize upon any other Seller Collateral or any other property or collateral, or to obtain performance or observance of the Guaranteed Obligations from the Covered Entities or the Seller or any other Person, (iii) the waiver, consent, amendment, modification, extension, forbearance or granting of any indulgence by any Secured Party (or by the Seller) with respect to any provision of any agreement or instrument evidencing the Guaranteed Obligations other than a written settlement between the Covered Parties and an Originator or the Servicer, (iv) any change of the time, manner or place of performance of, or in any other term of any of the Guaranteed Obligations, including, without limitation, any amendment to or modification of any of the Transaction Documents, (v) any law, rule, regulation or order of any jurisdiction affecting any term or provision of any of the Guaranteed Obligations, or rights of the Secured Parties (or of the Seller) with respect thereto, (vi) the failure by any Secured Party (or by the Seller) to take any steps to perfect and maintain perfected its interest in any Seller Collateral or other property or in any security or collateral related to the Guaranteed Obligations, (vii) any failure to obtain any consent, authorization or approval from or other action by, or to notify or file with, any Governmental Authority required in connection with the performance of the obligations hereunder by the Performance Guarantor, (viii) any impossibility or impracticability of performance, illegality, *force majeure*, any act of government, or other circumstances which might constitute a defense available to, or a discharge of any Covered Entity or the Performance Guarantor, or any other circumstance, event or happening whatsoever whether foreseen or unforeseen and whether similar to or dissimilar to anything referred to above, (ix) any manner of application of Seller Collateral or any other assets of any Covered Entity or of the Seller, or proceeds thereof, to satisfy all or any of the Guaranteed Obligations or as otherwise permitted under the Transaction Documents, or any manner of sale or other disposition of any collateral for all or any of the Guaranteed Obligations or as otherwise permitted under the Transaction Documents, and (x) any change, restructuring or termination of the corporate structure or existence of any Covered Entity, the Seller or the Performance Guarantor or any other Person or the equity ownership, existence, control, merger, consolidation or sale, lease or transfer of any of the assets of any such Person, or any bankruptcy, insolvency, winding up, dissolution, liquidation, receivership, assignment for the benefit of creditors, arrangement, composition, readjustment or reorganization of, or similar proceedings affecting, any Covered Entity, the Seller or any of their assets or obligations. The Performance Guarantor's obligations under this Performance Guaranty shall not be limited if any Secured Party is precluded for any reason (including, without limitation, the application of the automatic stay under Section 362 of the Bankruptcy Code) from enforcing or exercising any right or remedy with respect to the Guaranteed Obligations, and the Performance Guarantor shall perform or observe, upon demand, the Guaranteed Obligations that would otherwise have been

due and performable or observable by any Covered Entity had such right and remedies been permitted to be exercised.

(b) Should any money due or owing under this Performance Guaranty not be recoverable from the Performance Guarantor due to any of the matters specified in this Section 2, then, in any such case, such money shall nevertheless be recoverable from the Performance Guarantor as though the Performance Guarantor were principal debtor in respect thereof and not merely a guarantor and shall be paid by the Performance Guarantor forthwith. The Performance Guarantor further agrees that, to the extent that any Covered Entity, the Seller or any other Person makes a payment or payments to any Secured Party in respect of any Guaranteed Obligation, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to such Covered Entity, the Seller or other Person, as applicable, or to the estate, trustee, or receiver of any Covered Entity, the Seller, Person or any other party, including, without limitation, the Performance Guarantor, under any bankruptcy, insolvency or similar state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the Guaranteed Obligations or any part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

SECTION 3. REINSTATEMENT, ETC.

The Performance Guarantor agrees that this Performance Guaranty shall continue to be effective or shall be automatically reinstated, as the case may be, if and to the extent that for any reason any payment (in whole or in part) by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization (including, without limitation, upon the insolvency, bankruptcy or reorganization of any Covered Entity) or otherwise, as though such payment had not been made, and the Performance Guarantor agrees that it will indemnify Administrative Agent and each Purchaser on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by such Person in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 4. WAIVER.

The Performance Guarantor expressly waives to the fullest extent permitted by Applicable Law: (a) notice of acceptance of the Performance Guaranty by the Purchasers and the Administrative Agent; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the Purchasers or the Administrative Agent obtaining, amending, substituting for, releasing, waiving or modifying any security interest or lien, if any, hereafter securing the Guaranteed Obligations, or the Purchasers or the Administrative Agent subordinating, compromising, discharging or releasing such security interests or liens, if any; (e) all other notices, demands, presentments, protests or any agreement or instrument related to the Guaranteed Obligations to which the Performance Guarantor might otherwise be entitled; (f) any right to

require any Secured Party (or the Seller) as a condition of payment or performance by the Performance Guarantor, to (i) proceed against or exhaust any right or take any action against any Covered Entity, the Seller, any other Person or any property, (ii) proceed against or exhaust any other security held from Covered Entity or any other Person, (iii) proceed against or have resort to any balance of any deposit account, securities account or credit on the books of the Administrative Agent, the Purchasers or any other Person, or (iv) pursue any other remedy in the power of the Administrative Agent or the Purchasers whatsoever; (g) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Covered Entity or any other Person including any defense based on or arising out of the lack of validity or the unenforceability of the Sold Assets or the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Obligor, any Covered Entity or any other Person from any cause other than payment in full of the Sold Assets and the Guaranteed Obligations; (h) any defense based upon any Applicable Law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (i) any defense based upon the Administrative Agent's or any Purchaser's errors or omissions in the administration of the Sold Assets or the Guaranteed Obligations; (j) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Performance Guaranty and any legal or equitable discharge of the Sold Assets or the Guaranteed Obligations, (ii) the benefit of any statute of limitations affecting the Performance Guarantor's liability under the Performance Guaranty or the enforcement of the Performance Guaranty, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that the Administrative Agent and the Purchasers protect, secure, perfect or insure any other security interest or lien or any property subject thereto; and (k) to the fullest extent permitted by Applicable Law, any defenses or benefits that may be derived from or afforded by Applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement and the Performance Guaranty. The Performance Guarantor represents and warrants to the Secured Parties that it has adequate means to obtain from the Covered Entities and the Seller, on a continuing basis, all information concerning the financial condition of the Covered Entities and the Seller, and that it is not relying on any Secured Party to provide such information either now or in the future.

SECTION 5. SUBROGATION.

The Performance Guarantor hereby waives all rights of subrogation (whether contractual or otherwise) to the claims, if any, of the Administrative Agent, the Purchasers and the other Secured Parties (or the Seller) against the Covered Entities and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from the Covered Entities which may otherwise have arisen in connection with this Performance Guaranty until the Final Payout Date. The Performance Guarantor further agrees that, to the extent such waiver of its rights of subrogation is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation shall be junior and subordinate to any rights the Administrative Agent or any Purchaser may have against any Obligor, any Covered Entity, the Performance Guarantor or any other Person in respect of the Guaranteed Obligations.

SECTION 6. ADDITIONAL PROVISIONS.

(a) The rights of the Administrative Agent and Secured Parties, in each case, shall be subject to the applicable provisions of (i) the Interim Order (at any time prior to the entry of the Final Order), and (ii) the Final Order (thereafter).

(b) The Performance Guarantor hereby covenants, represents and warrants that, upon entry of (i) the Interim Order at any time prior to the entry of the Final Order and (ii) the Final Order thereafter, the Guaranteed Obligations shall at all times constitute an allowed superpriority claim against the Performance Guarantor pursuant to section 364(c)(1) of the Bankruptcy Code with priority above all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to the Superpriority Claims granted in connection with any Eligible DIP Facility and the “Carve Out” (as defined in the Financing Orders).

SECTION 7. REPRESENTATIONS AND WARRANTIES OF THE PERFORMANCE GUARANTOR.

The Performance Guarantor hereby represents and warrants to the Administrative Agent and each of the Purchasers as of the date hereof, and on each Settlement Date, on each date on which any Information Package or other report is delivered to the Administrative Agent or Purchaser hereunder, on the date of each Release and on each day on which an Investment shall have occurred under the Receivables Purchase Agreement, as follows:

(a) *Organization and Good Standing.* The Performance Guarantor is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware and has full power and authority under its constitutional documents and under the laws of the State of Delaware to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.

(b) *Due Qualification.* Subject to entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, the Performance Guarantor is duly qualified to do business, is in good standing as a foreign entity and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a material adverse effect on the performance by the Performance Guarantor of its obligations hereunder, or the validity or enforceability of this Performance Guaranty.

(c) *Power and Authority; Due Authorization.* Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, the Performance Guarantor has all necessary power and authority to (i) execute and deliver this Performance Guaranty and (ii) perform its obligations under this Performance Guaranty and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Performance Guaranty have been duly authorized by the Performance Guarantor by all necessary corporate action.

(d) *Binding Obligations.* Subject to the entry by the Bankruptcy Court of (a) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order

thereafter, this Performance Guaranty constitutes legal, valid and binding obligations of the Performance Guarantor, enforceable against the Performance Guarantor in accordance with its terms.

(e) *No Conflict or Violation.* The execution and delivery of this Performance Guaranty, the performance of the transactions contemplated by this Performance Guaranty and the fulfillment of the terms of this Performance Guaranty by the Performance Guarantor will not (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under, the organizational documents of the Performance Guarantor or any indenture, sale agreement, credit agreement, loan agreement, security agreement, mortgage, deed of trust or other agreement or instrument to which the Performance Guarantor is a party or by which it or any of its property is bound except where such conflict, breach or default could not reasonably be expected to have a Material Adverse Effect, or (ii) conflict with or violate any Applicable Law, except to the extent that any such conflict, breach, default, Adverse Claim or violation could not reasonably be expected to have a Material Adverse Effect.

(f) *No Consents.* Subject to the entry by the Bankruptcy Court of (x) the Interim Order at any time prior to the entry of the Final Order and (y) the Final Order thereafter, the Performance Guarantor is not required to obtain the consent of any other party or any consent, license, approval, registration, authorization or declaration of or with any Governmental Authority in connection with the execution, delivery, or performance of this Performance Guaranty that has not already been obtained or the failure of which to obtain could not reasonably be expected to have a material adverse effect on the performance by the Performance Guarantor of its obligations hereunder, or the validity or enforceability of this Performance Guaranty.

(g) *Accuracy of Information.* All certificates, reports, statements, documents and other information furnished in writing to the Administrative Agent or any other Purchaser Party by the Performance Guarantor pursuant to any provision of this Performance Guaranty, or in connection with or pursuant to any amendment or modification of, or waiver under, this Performance Guaranty, is, at the time the same were so furnished, true and accurate in all material respects on the date the same were furnished to the Administrative Agent or such other Purchaser Party, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading (provided that with respect to any projected financial information, the Performance Guarantor represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time).

(h) *No Material Adverse Effect.* Since the date of commencement of the Chapter 11 Cases, there has been no Material Adverse Effect on the Performance Guarantor.

(i) *Investment Company Act.* The Performance Guarantor is not an “investment company,” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act.

(j) *Anti-Money Laundering/International Trade Law Compliance.* No: (a) Covered Entity: (i) is a Sanctioned Person, nor, to the best of the knowledge of the Performance Guarantor, any employees, officers or directors of a Covered Entity is a Sanctioned Person; (ii) directly, or knowingly indirectly through any third party, is engaged in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions, or which otherwise are prohibited by any Applicable Laws of the United States or of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (b) property sold or pledged hereunder is Embargoed Property.

(k) *Anti-Corruption Laws.* Each Covered Entity has (a) conducted its business in compliance with all Anti-Corruption Laws and (b) has instituted and maintains policies and procedures reasonably designed to promote compliance with such Laws.

(l) [Reserved].

(m) *Opinions.* The facts regarding the Performance Guarantor set forth or assumed in the opinions of counsel regarding true sale and substantive consolidation matters delivered in connection with the Receivables Purchase Agreement and the Transaction Documents are true and correct in all respects material to such opinions, other than the financial condition of the Filing Debtors and the commencement of the Chapter 11 Cases.

(n) [Reserved].

(o) *Separateness.* The Performance Guarantor is aware that the Administrative Agent and the other Secured Parties have entered into the Receivables Purchase Agreement in reliance on the Seller being a separate entity from the Performance Guarantor and the Performance Guarantor's other Affiliates (including, without limitation, the Covered Entities) and has taken such actions and implemented such procedures as are necessary on its part to ensure that the Performance Guarantor and each of its Affiliates (including, without limitation, the Covered Entities) will take all steps necessary to maintain the Seller's identity as a separate legal entity from the Performance Guarantor and its Affiliates (including, without limitation, the Covered Entities) and to make it manifest to third parties that the Seller is an entity with assets and liabilities distinct from those of the Performance Guarantor and its Affiliates (including, without limitation, the Covered Entities).

(p) *Effectiveness of Orders.* The Interim Order prior to the entry of the Final Order and, to the extent then entered, the Final Order, is in full force and effect and has not been vacated or reversed, is not subject to a stay, and has not been modified or amended (other than any amendment or modification approved in writing by the Administrative Agent and the Majority Purchasers in their sole discretion).

(q) *Compliance with Orders.* The Performance Guarantor and each of the other members of the Cyxtera Corporate Group are in compliance in all material respects with the Interim Order prior to the entry of the Final Order and, to the extent then entered, the Final Order.

SECTION 8. CERTAIN COVENANTS.

The Performance Guarantor covenants and agrees that, from the date hereof until the Final Payout Date, the Performance Guarantor will observe and perform all of the following covenants.

(a) *Ownership and Control.* The Performance Guarantor shall continue to own, directly or indirectly, 100% of the issued and outstanding Capital Stock of each Originator, the Servicer and the Seller. Without limiting the generality of the foregoing, the Performance Guarantor shall not permit the occurrence of any Change in Control.

(b) *Existence and Good Standing.* The Performance Guarantor shall keep in full force and effect its existence and rights as a corporation under the laws of the State of Delaware, and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the other Transaction Documents, the Sold Assets and the Seller Collateral, except to the extent that the failure to comply with the foregoing would not have a Material Adverse Effect.

(c) *Compliance with Laws.* The Performance Guarantor will comply with all Applicable Laws to which it may be subject, including, without limitation, Anti-Corruption Laws, Sanctions and ERISA, except where the failure to comply could not reasonably be expected to have a material adverse effect on the performance by the Performance Guarantor of its obligations hereunder, or the validity or enforceability of this Performance Guaranty.

(d) *[reserved].*

(e) *Actions Contrary to Separateness.* The Performance Guarantor will not take any action inconsistent with the terms of Section 8.03 of the Receivables Purchase Agreement.

(f) *Sanctions and other Anti-Terrorism Laws.* The Performance Guarantor will: (a) not directly, or knowingly indirectly through a third party, engage in any transactions or other dealings in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions, including any use of the proceeds received under this Agreement or under the Receivables Purchase Agreement to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction in breach of Applicable Laws relating to economic sanctions; (b) not make any payment hereunder with funds knowingly derived from any unlawful activity; (c) undertake any reasonable steps in order to ensure that no property sold or pledged hereunder will become Embargoed Property; (d) not engage in any transactions or other dealings in connection with this Agreement with any Sanctioned Person or Sanctioned Jurisdiction to the extent prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws; and (f) take reasonable steps not to

cause any Purchaser or the Administrative Agent to violate any sanctions administered by OFAC.

(g) *Anti-Corruption Laws.* The Performance Guarantor will not directly or knowingly indirectly, use any amounts it receives hereunder or any proceeds thereof for any purpose which would breach any Anti-Corruption Laws.

(h) *Payments on Receivables; Collection Accounts.* If any payments on the Pool Receivables or other Collections are received by the Performance Guarantor, it shall hold such payments in trust for the benefit of the Administrative Agent, the Purchasers and the other Secured Parties and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Collection Account.

(i) *Further Assurances.* The Performance Guarantor hereby agrees from time to time, at its own expense, promptly to execute (if necessary) and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to enable the Administrative Agent (on behalf of the Secured Parties) to exercise and enforce its respective rights and remedies under this Performance Guaranty. Without limiting the foregoing, the Performance Guarantor hereby agrees from time to time, at its own expense, promptly to provide such information (including non-financial information) with respect to itself and each Covered Entity as the Administrative Agent may reasonably request.

(j) *No Superpriority Claims.* The Performance Guarantor shall not permit to exist any Superpriority Claim against any member of the Cyxtera Operating Group that is *pari passu* with or senior to the Superpriority Claims granted to the Administrative Agent and Purchasers under the Transaction Documents other than as provided in the Interim Order, the Final Order and any DIP Order.

(k) *No Surcharge.* Upon entry of the Final Order, and in accordance with the terms of the Interim and Final Order, the Performance Guarantor shall not assert or consent to any charges under Section 506(c) of the Bankruptcy Code against any Sold Assets or Seller Collateral.

(l) *Executory Contracts and Unexpired Leases.* Except with the Administrative Agent's prior written consent, the Performance Guarantor will not, and will not permit any of its Affiliates to, reject any executory contract or unexpired lease under Section 365 of the Bankruptcy Code if both (i) such rejection would, or could reasonably be expected to, materially and adversely affect the collectability or enforceability of any Receivable(s) and (ii) a Capital Coverage Deficit would, or could reasonably be expected to, result if all such materially and adversely affected Receivables were removed from the calculation of the Capital Coverage Amount, unless such Capital Coverage Deficit would be cured with three (3) Business Days after such rejection.

SECTION 9. AMENDMENTS, ETC.

No amendment or waiver of any provision of this Performance Guaranty shall be effective unless the same shall be in writing and signed by the Administrative Agent, each Purchaser and

the Performance Guarantor, and no consent to any departure by the Performance Guarantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 10. ADDRESSES FOR NOTICES.

All notices and other communications provided for hereunder shall be in writing (which shall not include facsimile communication, but shall include email communication) and mailed, sent or delivered to (a) if to the Administrative Agent, to its address specified for notices in the Receivables Purchase Agreement, (b) if to any Purchaser, to such Purchaser's address specified for notices in the Receivables Purchase Agreement, and (c) if to the Performance Guarantor, to its address set forth below, or in either case, to such other address as the relevant party specified to the other from time to time in writing:

Cyxtera Technologies, Inc., a Delaware corporation
2333 Ponce De Leon Blvd
Suite 900
Coral Gables, FL 33134
Attn: Carlos Sagasta, Chief Financial Officer
Email: carlos.sagasta@cyxtera.com
Telephone: (214) 478-9384

Notices and communications sent by email shall be effective when confirmed by electronic receipt or otherwise acknowledged, and notices and communications sent by other means shall be effective when received.

SECTION 11. NO WAIVER; REMEDIES.

No failure on the part of the Seller, the Administrative Agent, or any Purchaser to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

SECTION 12. CONTINUING AGREEMENT; THIRD PARTY BENEFICIARIES; ASSIGNMENT.

This Performance Guaranty is a continuing agreement and shall (i) remain in full force and effect until the later of (x) the payment and performance in full of the Guaranteed Obligations and all other amounts payable under this Performance Guaranty and (y) one year and a day after the Final Payout Date, (ii) be binding upon the Performance Guarantor, its successors and assigns and (iii) inure to the benefit of, and be enforceable by, the Seller, the Administrative Agent, and the Purchasers and their respective successors and assigns. Without limiting the generality of the foregoing clause (iii), upon any assignment by a Purchaser permitted pursuant to the Receivables Purchase Agreement, the applicable assignee shall thereupon become vested with all the benefits in respect thereof granted to the Purchasers herein or otherwise. Each of the parties hereto hereby agrees that each of the Purchasers shall be a third-party beneficiary of this Performance Guaranty. The Performance Guarantor shall not assign, delegate or otherwise transfer any of its obligations

or duties under this Performance Guaranty without the prior written consent of the Administrative Agent in its sole discretion. Any payments hereunder shall be made in full in Dollars without any set-off, deduction or counterclaim and the Performance Guarantor's obligations hereunder shall not be satisfied by any tender or recovery of another currency except to the extent such tender or recovery results in receipt of the full amount of Dollars required hereunder.

SECTION 13. MUTUAL NEGOTIATIONS.

This Performance Guaranty is the product of mutual negotiations by the parties hereto and their counsel, and no party shall be deemed the draftsman of this Performance Guaranty or any provision hereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Performance Guaranty, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

SECTION 14. COSTS AND EXPENSES.

The Performance Guarantor hereby agrees to pay within ten (10) Business Days of written request therefor, all reasonable out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery and administration of this Performance Guaranty (or any supplement or amendment hereto), including, without limitation, the reasonable Attorney Costs for the Administrative Agent and the other Purchaser Parties and any of their respective Affiliates with respect thereto and with respect to advising the Administrative Agent and the other Purchaser Parties and their respective Affiliates as to their rights and remedies under this Performance Guaranty, subject to any limitations set forth in the Receivables Purchase Agreement. In addition, the Performance Guarantor agrees to pay on demand all reasonable out-of-pocket costs and expenses (including reasonable Attorney Costs), of the Administrative Agent and the other Purchaser Parties and their respective Affiliates, incurred in connection with the enforcement of any of their respective rights or remedies under the provisions of this Performance Guaranty.

SECTION 15. GOVERNING LAW.

THIS PERFORMANCE GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICT OF LAWS PROVISIONS THEREOF).

SECTION 16. CONSENT TO JURISDICTION.

(i) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, OR TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PERFORMANCE GUARANTY, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED, IN EACH CASE, BY THE BANKRUPTCY COURT OR TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM) JURISDICTION, ANY SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 16 SHALL AFFECT THE RIGHT OF THE SELLER, THE ADMINISTRATIVE AGENT, OR ANY

PURCHASER TO BRING ANY ACTION OR PROCEEDING AGAINST THE PERFORMANCE GUARANTOR OR ANY OF ITS RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(ii) EACH PARTY HERETO CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 10. NOTHING IN THIS SECTION 16 SHALL AFFECT THE RIGHT OF THE SELLER, THE ADMINISTRATIVE AGENT, OR ANY PURCHASER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 17. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS PERFORMANCE GUARANTY OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 18. PAYMENTS.

All payments to be made by the Performance Guarantor hereunder shall be made at the principal office of the Administrative Agent set forth in the Receivables Purchase Agreement (or at such other place for the account of the Administrative Agent as it may from time to time specify to the Performance Guarantor) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without setoff, counterclaim or reduction and without deduction for, and free from, any and all Taxes, except as required by Applicable Law. If the Performance Guarantor is required by law to make any deduction or withholding on account of any tax or other withholding or deduction from any sum payable by the undersigned hereunder, the undersigned shall pay any such tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Secured Parties shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made, *provided*, that for the avoidance of doubt that in no event shall the gross-up provisions herein entitle the Purchasers to receive an amount in excess of that which would have been received under the applicable Transaction Documents and *provided further*, that the Performance Guarantor receives from PNC complete and accurate appropriate IRS Forms W-9 or W-8, with all appropriate attachments.

SECTION 19. SETOFF RIGHTS OF PURCHASER PARTIES.

The Administrative Agent and the other Purchaser Parties may from time to time, following the demand therefore by such Person, set-off and apply any liabilities any such Person may have

to the Performance Guarantor (including liabilities in respect of any monies deposited with it by the Performance Guarantor) against any and all of the obligations of the Performance Guarantor to such Person now or hereafter existing under this Performance Guaranty.

SECTION 20. SEVERABILITY.

If any term or provision of this Performance Guaranty shall be determined to be illegal or unenforceable to any extent with respect to any person or circumstance, the enforceability of such term or provision shall not be affected with respect to any other person or circumstance, and such term or provision shall be enforceable to the fullest extent permitted by Applicable Law.

SECTION 21. COUNTERPARTS.

This Performance Guaranty may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Performance Guaranty.

SECTION 22. EFFECT OF PERFORMANCE GUARANTY.

This Performance Guaranty amends and restates in its entirety, as of the date hereof, that certain Performance Guaranty, dated as of August 31, 2022 (as amended, supplemented or otherwise modified prior to the date hereof, the "Prior Performance Guaranty"). Upon the effectiveness of this Performance Guaranty, the terms and provisions of the Prior Performance Guaranty shall, subject to this paragraph, be superseded hereby in their entirety. Notwithstanding the amendment and restatement of the Prior Performance Guaranty by this Performance Guaranty, the Performance Guarantor shall continue to be liable to the Administrative Agent for the Guaranteed Obligations (as defined in the Prior Performance Guaranty) (collectively, the "Prior Performance Guaranty Outstanding Amounts"). To the extent that any rights, benefits or provisions in favor of the Administrative Agent existed in the Prior Performance Guaranty and continue to exist in this Performance Guaranty, then such rights, benefits or provisions are reaffirmed and acknowledged to be and to continue to be effective from and after the date of the Prior Performance Guaranty or any applicable portion thereof. The Performance Guarantor agrees and acknowledges that any and all rights, remedies and payment provisions under the Prior Performance Guarantee shall continue and survive the execution and delivery of this Performance Guaranty. Upon the effectiveness of this Performance Guaranty, each reference to the Prior Performance Guaranty in any other document, instrument or agreement shall mean and be a reference to this Performance Guaranty. Nothing contained herein, unless expressly herein stated to the contrary, is intended to amend, modify or otherwise affect any other instrument, document or agreement executed and/or delivered in connection with the Prior Performance Guaranty.

[Signature Pages Follow]