

MR01

Particulars of a charge



Companies House



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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR08.

THURSDAY



LD2 *L820JPYB* #117
04/04/2019
COMPANIES HOUSE

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



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

1 Company details

Company number 0 0 9 4 7 9 6 8
Company name in full CGI IT UK LIMITED

1 8 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 4 m 0 m 3 y 2 y 0 y 1 y 9

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

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

Name NATIONAL BANK OF CANADA

Name ROYAL BANK OF CANADA

Name BANK OF MONTREAL

Name BNP PARIBAS

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

☒ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4 **Brief description**

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

Brief description

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

Please limit the description to the available space.

5 **Other charge or fixed security**

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

☒ **Yes**

☐ **No**

6 **Floating charge**

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7 **Negative Pledge**

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

☐ **Yes**

☒ **No**

8 **Trustee statement ^①**

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

☐

① This statement may be filed after the registration of the charge (use form MR06).

9 **Signature**

Please sign the form here.

Signature

Signature

X

McCarthy Tétrault

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge

Presenter information

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

Contact name DB

Company name MCCARTHY TETRAULT

Address 125 OLD BROAD STREET

26TH FLOOR

Post town LONDON

Country/Region

Postcode E C 2 N 1 A R

Country UNITED KINGDOM

DX

Telephone 020 7786 5700

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

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

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

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

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

Further information

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

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 947968

Charge code: 0094 7968 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2019 and created by CGI IT UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2019.

Given at Companies House, Cardiff on 11th April 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

McCARTHY TÉTRAULT

125 Old Broad Street

London EC2N 1AR

Tel: +44 (0)20 7786 5700

**I CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL**

Signature: *A. Sathyanarayanan*

Name: *ASHWIN SATHYAMOORTHY*

Position: *SOLICITOR*

Date: *4 APRIL 2019*

SECURITIES ACCOUNT PLEDGE AGREEMENT

Relating to financial securities held in CGI FRANCE S.A.S.

dated

14 March 2019

between

CGI IT UK LIMITED

as Pledgor

and

NATIONAL BANK OF CANADA

as Security Agent

and

THE BENEFICIARIES

and

CGI FRANCE S.A.S.

En accord avec les parties, les présentes
ont été reliées par le procédé
ASSEMBLACT R.C. empêchant toute
substitution ou addition et sont seulement
signées à la dernière page

**Baker
McKenzie.**

*Baker & McKenzie A.A.R.P.I.
1 rue Paul Baudry
75008 Paris*

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THIS SECURITIES ACCOUNT PLEDGE AGREEMENT is made on 14 March 2019,

BETWEEN:

- (1) **CGI IT UK LIMITED**, a company organised and existing under the laws of England, with its registered office at 20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY and registered under company number 947 968, duly represented for the purpose hereof (the "**Pledgor**");
- (2) **NATIONAL BANK OF CANADA**, a company incorporated under the laws of Canada, with its registered office located at 1155 Metcalfe Street, 5th Floor, Montréal, Québec H3B 4S9, Canada, duly represented for the purpose hereof, acting in its own name and for its own account and in the name and on behalf of the Beneficiaries (as such term is defined below) in its capacity as agent as contemplated pursuant to section 2.11 of the Intercreditor Agreement (as defined below) (the "**Security Agent**");
- (3) **THE ENTITIES** identified in the Statement of Pledge as "*Beneficiaires*", duly represented for the purposes hereof by the Security Agent (the "**Beneficiaries**"); and
- (4) **CGI FRANCE**, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of EUR 137,913,933.00 with its registered office located at 17 place des Reflets, Immeuble CB 16, 92400 Courbevoie, France and registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Nanterre under number 702 042 755 R.C.S. Nanterre (the "**Company**").

WHEREAS:

- (A) The Pledgor has acceded to or executed the following agreements:
 - (a) the guarantee and subordination agreement entitled "*Amended and Restated Guarantee and Subordination Agreement*" dated 7 December 2011, entered into amongst others between the National Bank of Canada as administrative agent, CGI Inc. (previously named CGI Group Inc.) as borrower and the guarantors named therein, as amended and/or amended and restated from time to time (the "**Revolving Guarantee**");
 - (b) the guarantee and subordination agreement entitled "*Guarantee and Subordination Agreement*" dated 14 December 2018, entered into amongst others between National Bank of Canada as administrative agent, CGI Inc. (previously named CGI Group Inc.) as borrower and the guarantors named therein, as amended and/or amended and restated from time to time (the "**Term Guarantee**");
 - (c) the guarantee agreement entitled "*Guaranty*" dated 19 October 2012, executed by the Pledgor in favour of the noteholders referred to therein, as amended and/or amended and restated from time to time (the "**2012 NPA Guaranty**");
 - (d) the guarantee agreement entitled "*Guaranty*" dated 12 September 2014, executed by the Pledgor in favour of the noteholders referred to therein, as amended and/or amended and restated from time to time (the "**2014 NPA Guaranty**"); and
 - (e) the intercreditor agreement entitled "*Amended and Restated Intercreditor Agreement*" dated 12 September 2014 entered into between amongst others the Security Agent as revolving loan agent, the existing noteholders party thereto, CGI Inc. (previously named CGI Group Inc.) as borrower, the obligors identified thereunder and the additional bank agent and additional note holders and to which the Security Agent, in its capacity as administrative agent under the Term Credit Agreement, became a party on 14 December 2018, as amended and/or amended and restated from time to time (the "**Intercreditor Agreement**").

- (B) In connection with all the agreements mentioned in paragraph (A) above and:
- (a) the revolving credit agreement entitled "*Third Amended and Restated Credit Agreement*" dated 2 December 2011 (and as amended on 25 May 2012, 8 June 2012 and 17 October 2013, 4 March 2014, 7 November 2016, 7 November 2017 and 6 November 2018), entered into amongst others between CGI Inc. (previously named CGI Group Inc.) as borrower, the lenders identified thereunder, the Security Agent as administrative agent, as amended and/or amended and restated from time to time (the "**Revolving Credit Agreement**");
 - (b) the term credit agreement entitled "*US\$ 500,000,000 Term Loan Credit Agreement*" dated 14 December 2018, entered into amongst others between CGI Inc. (previously named CGI Group Inc.) as borrower, the lenders identified hereunder, the Security Agent as administrative agent, as amended and/or amended and restated from time to time (the "**Term Credit Agreement**");
 - (c) the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 29 May 2012 and entered into between CGI Inc. (previously named CGI Group Inc.) as issuer and the noteholders thereunder, as amended and/or amended and restated from time to time (the "**2012 NPA**"); and
 - (d) the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 12 September 2014 and entered into between CGI Inc. (previously named CGI Group Inc.) as issuer and the noteholders thereunder, as amended and/or amended and restated from time to time (the "**2014 NPA**"),
- the Pledgor has agreed to grant a first ranking pledge (the "**First Ranking Pledge**") over the Pledged Accounts (as defined in the First Ranking Pledge Agreement) pursuant to the terms and conditions of a securities account pledge agreement entitled "*Agreement for the Pledge of a Securities Account*" and its related statement of pledge as originally entered into on 18 December 2012 and both as amended and supplemented notably on 19 April 2013 and 12 September 2014, such pledge having been granted in favour of the beneficiaries identified thereunder (the "**First Ranking Pledge Beneficiaries**") and for security for the Secured Obligations (as defined in the First Ranking Pledge Agreement) (as amended and/or amended and restated from time to time, the "**First Ranking Pledge Agreement**").
- (C) In order to secure the Secured Obligations, the Pledgor has now agreed to grant in favour of the Beneficiaries a second ranking pledge over the Pledged Accounts, ranking just after the First Ranking Pledge, in accordance with, and pursuant to the terms of, this Agreement (as all such terms as defined below).

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms and expressions used in this Agreement (including its Preamble, Recitals and Schedules) shall have the following meaning:

"**Agreement**" means this securities account pledge agreement including its Recital, Preamble and Schedules hereto.

"**Beneficiaries**" has the meaning ascribed to the term "*Bénéficiaires*" in the Statement of Pledge.

"**Cash Account**" means the special bank account (*compte bancaire spécial*) specified in the Statement of Pledge opened in the name of the Pledgor in the books of the Cash Account Holder for the purpose of receiving the Cash Proceeds in accordance with paragraph III of article

L.211-20 of the French *Code monétaire et financier* and which is deemed to form an integral part of the Securities Account as from the date of the Statement of Pledge.

"Cash Account Holder" means the credit institution (*établissement de crédit* or *société de financement*) identified in the Statement of Pledge, in its capacity as cash account holder (*teneur de compte espèces*) of the Cash Account.

"Cash Proceeds" means all income and proceeds denominated in any currency (*fruits et produits en toute monnaie*) of any nature whatsoever (including without limitation dividends paid in cash, prepayment of dividends, interests, reimbursements, redemption and any other distributions) attached to or deriving from the Securities and paid or payable in respect of the Securities.

"Certificate of Pledge of Securities Account" means a certificate of pledge relating to the Securities Account substantially in the form set out in Schedule 3 (*Form of certificate of pledge of securities account*).

"Certificate of Pledge of Cash Account" means a certificate of pledge relating to the Cash Account substantially in the form set out in Schedule 4 (*Form of certificate of pledge of cash account*).

"Company" has the meaning ascribed to such term in the Recital.

"Discharge Date" has the meaning ascribed to such term in Clause 9 (*Term and release of the Pledge*).

"Event of Default" means:

- (i) any "Event of Default" as such term is defined in the Intercreditor Agreement; and/or
- (ii) any breach under the Pledge Documents.

"Finance Documents" means the Intercreditor Agreement and the "*Credit Documents*" as such term is defined under the Intercreditor Agreement.

"Initial Securities" means the 137,913,933 (one hundred thirty seven million nine hundred and thirteen thousands and nine hundred and thirty three) ordinary shares issued by the Company and owned by the Pledgor as of the date of this Agreement.

"New Securities" has the meaning ascribed to such term in Clause 4 (*Scope of pledge*).

"Pledge" means the second ranking pledge (*nantissement de second rang*) created or expressed to be created over the Pledged Accounts, the Securities and the Cash Proceeds, pursuant to the Pledge Documents.

"Pledge Documents" means this Agreement and the Statement of Pledge.

"Pledgor" has the meaning ascribed to such term in the Recital.

"Pledged Accounts" means the Securities Account and the Cash Account.

"Securities" means the Initial Securities and the New Securities.

"Securities Account" means the securities account (*compte-titres*) identified in the Statement of Pledge, opened and maintained by the Securities Account Holder in its books in the name of the Pledgor and in which shall be credited all the Securities owned by the Pledgor at any time.

"**Securities Account Holder**" means the Company in its capacity as account holder (*teneur de compte*) of the Securities Account.

"**Security Agent**" has the meaning ascribed to such term in the Recital.

"**Secured Obligations**" has the meaning ascribed to the term "*Obligations Garanties*" in the Statement of Pledge.

"**Statement of Pledge**" means the *déclaration de nantissement de compte de titres financiers* relating to the Pledged Accounts executed pursuant to Clause 2 (*Creation of pledge*) substantially in the form set out in Schedule 1 (*Form of déclaration de nantissement de compte de titres financiers*) to be executed in the French language, with a translation into English language for information purpose set out in Schedule 2 (*Translation for information purpose only of schedule 1*).

"**Third Party Holder**" means the Company acting in its capacity as third party holder (*tiers détenteur*) in accordance with article 2337 of the French *Code civil*, as appointed pursuant to Clause 3 (*Consent of the First Ranking Pledge Beneficiaries and Appointment of the Third Party Holder*) below.

1.2 Other defined terms

Capitalized terms and expressions used in this Agreement (including its Preamble, Recitals and Schedules) and not otherwise defined herein shall, except as otherwise specified, have the meaning ascribed to them in the Intercreditor Agreement.

1.3 Interpretation

- (a) Unless a contrary indication appears or is implied by the context, any reference in this Agreement to:
 - (i) the "**Intercreditor Agreement**", a "**Finance Document**" or any other agreement or instrument is a reference to the Intercreditor Agreement, the Finance Document or other agreement or instrument as amended or novated, supplemented, extended, restated or otherwise modified from time to time;
 - (ii) a reference to a "**Party**" or the "**Parties**" is a reference to a party or the parties to this Agreement;
 - (iii) the "**Recital**", a "**Preamble**", a "**Clause**" or a "**Schedule**" is deemed to be a reference to the recitals, a clause of, or a schedule of, this Agreement;
 - (iv) a reference to "**securities**" or "**financial securities**" is a reference to *titres financiers*, as defined in article L.211-1 II of the French *Code monétaire et financier*; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted further to the date hereof.
- (b) Except otherwise specified, the meanings given to terms defined herein shall be equally applicable to both the singular and plural form of such terms.
- (c) Reference in this Agreement to any person shall be construed so as to include its direct and indirect successors in title, permitted assigns and permitted transferees, by reason of operation of law or pursuant to the terms of the Finance Documents.

- (d) This Agreement is subject to the terms and conditions of the Intercreditor Agreement. Notwithstanding any clause to the contrary contained herein, in the event of a conflict between the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall prevail, to the fullest extent permitted by law.

2. CREATION OF PLEDGE

- 2.1 In accordance with article L.211-20 of the French *Code monétaire et financier* and as security for the full and punctual payment, performance and discharge of the Secured Obligations, the Pledgor hereby agrees to pledge in favour of the Beneficiaries the Pledged Accounts. The Pledge to be created hereunder shall rank just after the First Ranking Pledge and shall be, on the date of the Statement of Pledge, a second ranking pledge (*nantissement de second rang*).
- 2.2 The Parties acknowledge and agree that the Pledge is created on the date hereof as a second ranking pledge (*nantissement de second rang*) subordinated to the First Ranking Pledge created under the First Ranking Pledge Agreement, which ranks in priority to this Pledge. However, the Parties expressly agree and acknowledge that in the event that the First Ranking Pledge is released or terminated in full or otherwise fully ceases to exist further to the date hereof, the Pledge will immediately and automatically become a first ranking pledge (*nantissement de premier rang*) (notwithstanding any other terms which may be set out under the Pledge Documents).
- 2.3 For the purpose of Clause 2.1, the Pledgor shall immediately upon execution of this Agreement :
- (a) execute the Statement of Pledge and deliver to the Security Agent an executed original copy thereof;
 - (b) deliver an executed original copy of the Statement of Pledge to the Securities Account Holder and cause the Securities Account Holder to:
 - (i) confirm that the Initial Securities are credited to the Securities Account;
 - (ii) duly register (in a manner satisfactory to the Security Agent) the Pledge in the securities transfers register (*registre de mouvements de titres*) of the Company and in the shareholder's individual accounts (*comptes individuels d'associé*) opened in the books of the Company in the name of the Pledgor and provide to the Security Agent certified copies thereof once updated; and
 - (iii) execute and deliver to the Security Agent a Certificate of Pledge of Securities Account.
 - (c) instruct the Company to transfer all Cash Proceeds directly and exclusively on the Cash Account; and
 - (d) deliver an executed original copy of the Statement of Pledge to the Cash Account Holder and use its reasonable endeavours to cause the Cash Account Holder to deliver after the date of this Agreement to the Security Agent a Certificate of Pledge of Cash Account duly executed.
- 2.4 The Pledgor shall more generally do, in a timely manner, all that the Beneficiaries may reasonably request in order to create and perfect the Pledge and/or make it effective against third parties in accordance with the provisions of Article L. 211-20 of the French *Code monétaire et financier*.

3. CONSENT OF THE FIRST RANKING PLEDGE BENEFICIARIES AND APPOINTMENT OF THE THIRD PARTY HOLDER

- 3.1 The Security Agent (in its name and in the name and on behalf of the Beneficiaries) hereby appoints with immediate effect the Securities Account Holder who hereby accepts such appointment, to act under the Pledge and this Agreement as third party holder (*tiers détenteur*) in the meaning of article 2337 of the French *Code civil* and in relation to the Pledged Accounts, the Securities and any related Cash Proceeds and to act as the agent of the Security Agent (in its name and in the name and on behalf of the Beneficiaries) in accordance with the provisions of articles 1984 et seq. of the French *Code civil*.
- 3.2 The Security Agent, acting in its own name as First Ranking Pledge Beneficiary and in the name and on behalf of the First Ranking Pledge Beneficiaries, hereby:
- (a) expressly consents to the creation and granting by the Pledgor of the Pledge in favor of the Beneficiaries in accordance with this Agreement and the Statement of Pledge; and
 - (b) appoints with immediate effect the Securities Account Holder, who hereby accepts such appointment, to act under the First Ranking Pledge and the First Ranking Pledge Agreement as third party holder (*tiers détenteur*) in the meaning of article 2337 of the French *Code civil* and in relation to the Pledged Accounts, the Securities and any related Cash Proceeds as pledged under the First Ranking Pledge and to act as the agent of the Security Agent (acting in its name and in the name and on behalf of the First Ranking Pledge Beneficiaries pursuant to the First Ranking Pledge Agreement) in accordance with the provisions of articles 1984 et seq. of the French *Code civil*.
- 3.3 The Company shall act in accordance with any reasonable instructions served to it in writing pursuant to the First Ranking Pledge Agreement and this Agreement by the Security Agent only.
- 3.4 By signing this Agreement, the Company, acting in its capacity as Third Party Holder, hereby accepts to perform its obligations under this Clause 3 and fulfil its mission as third party holder in accordance with article 2337 of the French *Code civil* under the Pledge and the First Ranking Pledge.
- 3.5 The Parties agree that the appointment of the Company as Third Party Holder pursuant to this Clause 3 is made solely for the purpose of implementing dispossession (*dépossession*) of the Pledged Accounts and preserving the retention right (*droit de retention*) available to pledgees under French law.

4. SCOPE OF PLEDGE

- 4.1 In accordance with article L.211-20 of the French *Code monétaire et financier* and Clause 2 (*Creation of pledge*) above, the Pledgor and the Beneficiaries agree that the Pledge shall include at all times:
- (a) the Initial Securities;
 - (b) all the financial securities other than the Initial Securities issued by the Company and of which the Pledgor becomes the owner further to the date hereof, including those which may be substituted for or added to the Initial Securities in any manner whatsoever, notably following or in connection with any purchases, subscriptions by way of cash or in nature, securities exchanges, regroupings, splits, issues and free issues, conversions, exercise of preferential right of subscription, free allotment or increase of share capital (the "New Securities"); and

(c) the Cash Proceeds.

4.2 Any New Securities (and their related Cash Proceeds) shall immediately and automatically be subject to the Pledge. Accordingly, the Pledgor shall procure (including by giving required instructions to the Securities Account Holder) that, immediately upon becoming the owner of any New Securities, such New Securities are immediately transferred and recorded on the Securities Account and that any Cash Proceeds relating therewith are credited on the Cash Account, so that all Securities and all Cash Proceeds are always subject to the Pledge at any time.

4.3 In accordance with the provisions of article L.211-20 of the French *Code monétaire et financier*, the New Securities and the related Cash Proceeds shall be subject to the same terms and conditions as the Initial Securities and their related Cash Proceeds initially registered on the Pledged Accounts and shall be deemed to have been registered on such Pledged Accounts on the date of execution of the Statement of Pledge, so that they are subject to the Pledge as security for the Secured Obligations on the same terms as those set out in the Pledge Documents at any time.

5. VOTING RIGHTS

5.1 At any time when no Event of Default is continuing, the Pledgor is free to exercise voting rights related to the Securities *provided that* it shall exercise all these voting rights in a manner which is consistent with this Agreement and the Finance Documents.

5.2 To the fullest extent permitted by law, at any time when an Event of Default has occurred and is continuing:

(a) the Pledgor shall timely seek the instructions of the Security Agent, which shall be such as the Security Agent deems fit for the purpose of protecting and/or enforcing its rights under this Agreement;

(b) if the Security Agent:

(i) timely provides the requested instructions, the Pledgor shall cast the votes attaching to its Securities in accordance with the instructions of the Security Agent (and the Pledgor shall do whatever is necessary in order to ensure that compliance with these instructions is facilitated); and

(ii) does not timely provide the requested instructions, the Pledgor shall be free to exercise its voting rights attaching to its Securities, provided that it does so in a manner which is consistent with this Agreement and the Finance Documents.

5.3 The provisions of paragraphs 5.1 and 5.2 above shall apply *mutatis mutandis* to decisions adopted by written resolution rather than a meeting.

6. CASH PROCEEDS AND CASH ACCOUNT

6.1 The Pledgor (i) shall procure that, until the Discharge Date, all Cash Proceeds arising from the Securities from time to time shall immediately be credited to the Cash Account and (ii) undertakes to immediately credit to the Cash Account any such amounts which it may receive outside of the Cash Account.

6.2 The Pledgor shall only use the Cash Proceeds in accordance with the following provisions:

(a) For so long as no Event of Default is continuing and *provided that* doing so does not constitute a breach of the Intercreditor Agreement or of any other Finance Document, the

Pledgor is allowed to dispose of all and any amount credited on the Cash Account as it deems fit.

- (b) At any time upon the occurrence of an Event of Default which is continuing, the Security Agent shall be entitled, at its election, to notify to the Company and the Cash Account Holder the occurrence of such Event of Default and upon receipt of such notice, the Cash Account Holder shall block the Cash Account and the Pledgor shall no longer be authorized to proceed to any withdrawal from the Cash Account. Should such Event of Default be remedied, cured or waived in accordance with the provisions of the Finance Documents, the Security Agent shall notify the Company and the Cash Account Holder that the Cash Account shall cease to be blocked and the provisions of paragraph (a) above shall resume to apply.

7. REPRESENTATIONS AND WARRANTIES

7.1 In addition to the representations and warranties made in the Finance Documents, the Pledgor represents and warrants to the Beneficiaries that:

- (a) the Pledgor is a limited liability company and is duly incorporated and validly existing under the laws of England;
- (b) the Pledgor has the power to enter into and perform all its obligations under this Agreement, and has taken all corporate action necessary to authorise its entry into this Agreement and the performance by it of its obligations hereunder;
- (c) the obligations of the Pledgor under this Agreement are legal, valid, binding and enforceable obligations of the Pledgor;
- (d) the entry into and performance by the Pledgor of its obligations under, and the transactions contemplated by, this Agreement do not and will not conflict with the constitutional documents of the Pledgor or the Company or any other document, instrument or obligation, law or regulation to which the Pledgor or the Company is a party or by which the Pledgor or the Company is bound, or applying to any of the assets of the Pledgor or the Company;
- (e) the Company is a simplified joint-stock company ("*société par actions simplifiée*"), duly organized and validly existing under the laws of France;
- (f) no winding up, re-organisation or, to the best of the Pledgor's knowledge and belief, bankruptcy proceedings are currently pending or threatened against the Company and no liquidator, administrator or similar officer has been appointed or is to be appointed in respect of the Company or any of its assets;
- (g) the Pledgor has valid title to, and is the sole holder and legal and beneficial owner of the Initial Securities and the Initial Securities and the Pledged Accounts are not the subject of any security, attachment, escrow or encumbrance of any nature whatsoever, other than (i) the Pledge arising from this Agreement, (ii) the first ranking pledge arising from the First Ranking Pledge Agreement and (iii) any other pledge constituted to the benefit of the Beneficiaries in connection with the Finance Documents;
- (h) the Initial Securities are duly authorized, validly issued and freely transferable, and there are no moneys or liabilities outstanding or payable in respect of the same;
- (i) the Initial Securities constitute 100% of the shares and voting rights in the Company and no person has or is entitled to any conditional or unconditional option, warrant, convertible loan or other right to subscribe for, purchase or otherwise acquire any issued or unissued shares in the Company, or any interest in the Initial Securities and no decision regarding issuance of any shares or any option, warrant, convertible loan or other right to subscribe for, purchase or otherwise acquire any issued or unissued shares in the Company or any interest in the Initial Securities have been made;

- (j) the Pledge constitutes a valid and binding second ranking pledge (*nantissement de second rang*) over the Pledged Accounts securing the Secured Obligations in favour of the Beneficiaries, enforceable against the Pledgor;
- (k) there is no requirement to pay any stamp duties or any other tax or charge in any jurisdiction on or arising from the entering into or performance of this Agreement, or that is necessary to ensure the legality, validity, enforceability or admissibility of this Agreement; and
- (l) the execution of this Agreement and the approval of the Beneficiaries as new shareholders of the Company have been duly authorised by its duly empowered governing bodies on 14 March 2019.

7.2 The representations and warranties set out in this Clause 7 are made on the date of this Agreement only.

8. ENFORCEMENT OF THE PLEDGE

8.1 At any time upon the occurrence and during the continuance of an Event of Default, if all or any part of the Secured Obligations are due and payable, the Beneficiaries may exercise all rights and take all actions over the Pledged Accounts, the Securities and the Cash Proceeds which are available to a secured party under the provisions of French law and as may be permitted by applicable law in France, including by enforcing the Pledge in accordance with French law and Article L. 211-20 of the French *Code Monétaire et Financier*:

- (a) by requesting the judicial foreclosure (*attribution judiciaire*) of the Securities pursuant to and in accordance with article 2347 of the French *Code civil*; or
- (b) by requesting the sale by way of public auction (*vente publique*) (or any other manner permitted by law) of the Securities pursuant to and in accordance with the requirements of article L.521-3 of the French *Code de commerce*; and/or
- (c) by requesting the transfer of the amounts standing to the credit of the Cash Account, up to the amount of the Secured Obligations.

8.2 All amounts received or recovered by the Beneficiaries in the exercise of their rights under the Pledge Documents shall be applied in accordance with the relevant provisions of the Finance Documents and in the manner, order and priority determined in accordance with the Intercreditor Agreement.

9. TERM AND RELEASE OF THE PLEDGE

9.1 The Pledge Documents and the Pledge shall remain in full force and effect until such date as (i) all the Secured Obligations have been irrevocably and unconditionally discharged in full and the Beneficiaries have no further commitment or obligation under the Finance Documents or (ii) the Pledge is irrevocably and unconditionally released by the Security Agent in accordance with the terms of the Finance Documents (the "**Discharge Date**").

9.2 After the Discharge Date, immediately following the Pledgor's request and at the Pledgor's cost, the Security Agent undertakes to promptly execute any documents necessary to release the Pledge in accordance of the provisions of the Facilities Agreement.

10. BENEFIT OF THE PLEDGE AND TRANSFER

10.1 All rights, privileges, powers, actions, authorities and prerogatives of the Beneficiaries under the Pledge Documents and the Pledge shall automatically benefit to their direct and indirect successors, assignees and transferees (*successeurs, cessionnaires, ayants droit or ayants cause*)

and such successors, assignees and transferees shall be treated as initial Parties to this Agreement and initial beneficiaries under the Statement of Pledge, as if they had been Parties to this Agreement and initial beneficiaries under the Statement of Pledge at the time of their execution and beneficiaries of the Pledge at the time of its creation.

- 10.2 The Pledgor acknowledges and accepts that any reference herein to the Beneficiaries shall include their direct and indirect successors, assignees and transferees and it undertakes to execute and sign any document which would be necessary in order to allow any direct and indirect successor, assignee and transferee of the Beneficiaries to benefit from their rights and/or obligations under the Pledge Documents and the Pledge.
- 10.3 In the event of a transfer by the Beneficiaries of all or part of their rights and/or obligations under the Finance Documents occurring or deemed to occur by way of a novation, in accordance with the provisions of article 1334 of the French *Code civil*, the Beneficiaries expressly reserve the rights, privileges, powers, actions, authorities and prerogatives that they enjoy under the Pledge Documents and the Pledge for the benefit of their direct and indirect successors in title, permitted assigns and permitted transferees, which the Pledgor accepts and consents to. Only to the extent necessary, the Pledgor also expressly reserves the benefit of the Pledge and of the rights, privileges, remedies and actions under the Pledge Documents to the benefit of any such direct and indirect successors in title, permitted assigns and permitted transferees of the Beneficiaries.

11. COSTS AND EXPENSES

All costs, expenses and fees (including legal fees) incurred in relation to the Pledge Documents and the Pledge, as well as any amendment, waiver or consent with respect to the Pledge Documents (including all costs, expenses and fees incurred by the Security Agent relating to the negotiation, preparation, drafting, execution and perfection thereof) or in connection with the preservation and/or enforcement of any rights of the Beneficiaries under or in connection with the Pledge Documents and the Pledge, shall be paid in accordance with the relevant provisions of the Finance Documents

12. NOTICES

Unless otherwise specifically stated in this Agreement (and subject to any mandatory legal provision), any notice or other communication to be made under or in connection with the Pledge Documents shall be delivered by hand, by registered mail with acknowledgement of receipt, or by fax, and shall be deemed validly delivered when delivered to the Parties at their respective addresses as follows:

12.1 If to the Beneficiary:

National Bank of Canada
1155 Metcalfe Street, 5th Floor, Montreal, Quebec, H3B 4S9
Attention: Vice President
Facsimile: 001 514 390-7830

12.2 If to the Pledgor:

CGI IT UK Limited
20 Fenchurch Street, 14th Floor, London, United Kingdom EC3M 3BY
Attention: the Secretary
Facsimile: +514-841-3440

12.3 If to the Company:

CGI FRANCE,
17 place des Reflets, Immeuble CB 16, 92400 Courbevoie, France
Attention: Jean-Michel Baticle
Facsimile: 01 57 87 40 35

13. MISCELLANEOUS

- 13.1 The Pledge Documents will not and may not affect in any manner whatsoever the nature and the scope of any obligation, security interest or guarantee that has been or may be contracted or furnished, either by the Pledgor or by any third party and any such obligations, security interests or guarantees will be cumulative.
- 13.2 The Beneficiaries shall not be obliged, before exercising any of the rights conferred on them by the Pledge Documents, the Pledge or by law, to exercise or enforce any other rights, remedies, guarantees or security interests they may have or hold from the Pledgor and/or any other party in respect of all or part of the Secured Obligations.
- 13.3 Subject to Clause 9 (*Term and release of the Pledge*), the Pledge is a continuing security and will extend to the ultimate balance of all sums payable under the Secured Obligations, regardless of any intermediate payment or discharge in part.
- 13.4 The rights and remedies provided pursuant to the Pledge Documents are cumulative and not exclusive of any rights or remedies provided by law.
- 13.5 The Pledge Documents and the Pledge are irrevocable and shall remain in full force and effect to the fullest extent permitted by applicable law until the Discharge Date, notwithstanding:
- (a) any amendment, novation, supplement, renewal, extension, restatement of, or any other modification of any nature whatsoever to, the Secured Obligations, the Finance Documents, or any other agreement or document; or
 - (b) any unenforceability, illegality, nullity or invalidity of all or part of the Secured Obligations, the Finance Documents, or any other agreement or document.
- 13.6 The Pledge Documents may not be amended, except by written agreement between the Pledgor and the Beneficiaries.
- 13.7 Any waiver of, or consent in relation to, any of their rights and remedies hereunder by the Beneficiaries will not be effective unless given in writing and no failure, delay or abstention of the Beneficiaries to exercise any right or remedy will constitute a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise by the Beneficiaries or the exercise of any other right or remedy.
- 13.8 To the fullest extent permitted by law, the invalidity, unenforceability, illegality, ineffectiveness or the impossibility to perform a provision of any of the Pledge Documents shall not affect in any manner whatsoever the validity, enforceability, legality, effectiveness or performance of the remaining provisions thereof. The Parties hereto will however negotiate in good faith so as to replace such ineffective provision by a legal, valid and enforceable provision and having, to the fullest extent possible, the same effects as those expected from the replaced provision.
- 13.9 The Beneficiaries shall not be liable to the Pledgor or any other person for any costs, losses, liabilities or expenses suffered or incurred by any of them arising out, or in connection with, the exercise (or non-exercise) of their respective rights, remedies, powers and actions under the Pledge Documents, the Pledge and French law (and notably under or in connection with the enforcement of the Pledge and the appropriation of the Securities and the Cash Proceeds) or from any act, default, omission or misconduct of the Beneficiaries, any of their respective nominees (or their officers), employees or agents, except in all cases to the extent caused by their gross negligence (*faute lourde*) or wilful misconduct (*dol*).

13.10 Each Party hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall not apply to it with respect to its obligations under the Pledge Documents and that it shall not be entitled to make any claim under article 1195 of the French *Code civil*.

13.11 The Statement of Pledge shall be executed in the French language only and shall be binding on the Pledgor. For the avoidance of doubt, the French language version of the Statement Pledge shall prevail over any English translation of such document.

14. GOVERNING LAW AND JURISDICTION

14.1 The Pledge Documents shall be governed by, and construed in accordance with, French law.

14.2 The *Tribunal de Commerce de Nanterre* has exclusive jurisdiction to settle any dispute arising out of, or in connection with, the Pledge Documents (including without limitation, any dispute relating to the existence, validity or termination of any Pledge Document and/or the enforcement of the Pledge).

Executed by the Parties on the date specified above on the signature page hereafter.

SCHEDULE 1
FORM OF DECLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS

DÉCLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS

La présente déclaration de nantissement de compte de titres financiers est soumise aux dispositions de l'article L.211-20 du Code monétaire et financier (la "**Déclaration de Nantissement**").

Les termes utilisés dans la présente Déclaration de Nantissement et commençant par une majuscule ont la signification qui leur est donnée aux présentes ou, à défaut, celle qui leur est donnée (en langue anglaise) dans l'Acte de Nantissement (tel que ce terme est défini ci-dessous).

LE SOUSSIGNÉ :

CGI IT UK LIMITED une société de droit anglais, dont le siège social est situé 20 Fenchurch Street, 14ème étage, Londres, Royaume-Uni, EC3M 3BY, immatriculée sous le numéro 947 968, dûment représentée aux fins des présentes (ci-après le "**Constituant**"),

CONFORMÉMENT AUX TERMES ET DANS LES CONDITIONS STIPULÉES à un acte de nantissement de compte de titres financiers, intitulé "*Securities Account Pledge Agreement*" conclu en date de ce jour entre, notamment, le Constituant et l'Agent des Sûretés (tel que ce terme est défini ci-dessous) dont une copie figure en Annexe A des présentes et qui fait partie intégrante de la présente Déclaration de Nantissement (l'"**Acte de Nantissement**"), et

CONFORMEMENT AUX DISPOSITIONS DE L'ARTICLE L.211-20 DU CODE MONÉTAIRE ET FINANCIER,

CONSTITUE PAR LES PRÉSENTES EN NANTISSEMENT, prenant rang juste après le Nantissement de Premier Rang (tel que défini dans l'Acte de Nantissement), sur :

1. le compte-titres spécial n°6 BIS, ouvert au nom du Constituant dans les livres de :

CGI France, une société par actions simplifiée de droit français, au capital social de 137.913.933,00 euros, dont le siège social est situé 17 place des Reflets, Immeuble CB 16, 92400, Courbevoie, France et qui est immatriculée au Registre du Commerce et des Sociétés de Nanterre sous le numéro 702 042 755 R.C.S. Nanterre (le "**Teneur de Compte-Titres**"), compte-titres sur lequel sont inscrits initialement les titres financiers suivants :

Nature :	actions nominatives d'une valeur nominale de 1 (un) euros chacune,
Emetteur :	le Teneur de Compte-Titres,
Nombre :	137.913.933 (cent trente sept million, neuf cent treize mille, neuf cent trente trois)

tel que ce compte-titres pourra ultérieurement être crédité de tous titres financiers supplémentaires (venant notamment compléter ou se substituer de quelque manière que ce soit aux titres financiers originellement crédités sur ce compte, au sens de l'article L.211-20-I du Code monétaire et financier) dont le Constituant deviendrait propriétaire postérieurement à la date de la présente Déclaration de Nantissement, conformément aux termes de l'Acte de Nantissement (le "**Compte-Titres**") ; et

2. **le compte bancaire spécial** visé au paragraphe III de l'article L.211-20 du Code monétaire et financier, ouvert au nom du Constituant sous la référence numéro **0657398004** dans les livres de:

Citibank Europe Plc, un établissement de crédit de droit irlandais, dont le siège social est situé 1 North Wall Quay, Dublin 1, agissant par l'intermédiaire succursale française dont le siège est situé à 21-25 rue Balzac 75406 Paris Cedex 08, France, immatriculée au Registre du Commerce et des Sociétés de Paris sous le numéro 814 664 892 R.C.S. Paris (le "**Teneur de Compte Espèces**"),

compte bancaire spécial sur lequel les fruits et produits en toute monnaie et de toute nature afférents aux titres financiers inscrits sur le Compte-Titres seront versés par le Teneur de Compte-Titres, dans les conditions prévues à l'Acte de Nantissement, lequel est réputé faire partie intégrante du Compte-Titres (le "**Compte Espèces**"),

AU BÉNÉFICE DES CRÉANCIERS NANTIS SUIVANTS :

1. **NATIONAL BANK OF CANADA** une société de droit canadien, dont le siège social est situé à 1155 Meltcafe Street 5ème étage, Montréal, Québec H3B 4S9, Canada, agissant en son propre nom et pour son propre compte en sa qualité d'agent en vertu de l'accord intercréanciers intitulé "*Amended and Restated Intercreditor Agreement*" en date du 12 septembre 2014 conclu notamment entre, NATIONAL BANK OF CANADA en tant qu'agent du prêt renouvelable et agent du prêt à terme, les porteurs d'obligations existants parties aux présentes, CGI Inc. (anciennement dénommé CGI Group Inc.) en tant qu'emprunteur, les débiteurs identifiés à la présente et les agents bancaires supplémentaires et porteurs d'obligations supplémentaires (ledit accord intercréanciers, telle qu'amendé, complété ou modifié de quelque façon que ce soit à tout moment, l'"**Accord Intercréanciers**") (y inclus ses successeurs, cessionnaires, ayants droit ou ayants cause directs et indirects agissant en cette qualité, l'"**Agent des Sûretés**");
2. les entités listées à l'Annexe B-1 agissant en qualité de prêteurs en vertu de la Convention de Prêt à Terme (telle que définie ci-dessous) (y inclus tous leurs successeurs, cessionnaires, ayants droit ou ayants cause directs et indirects respectifs agissant en cette qualité, les "**Prêteurs du Prêt à Terme**");
3. les entités listées à l'Annexe B-2 agissant en qualité de prêteurs en vertu de la Convention de Prêt Renouvelable (telle que définie ci-dessous) (y inclus tous leurs successeurs, cessionnaires, ayants droit ou ayants cause directs et indirects respectifs agissant en cette qualité, les "**Prêteurs du Prêt Renouvelable**");
4. les entités listées à l'Annexe B-3 agissant en qualité de porteurs d'obligations en vertu du NPA 2012 (tel que défini ci-dessous) (y inclus tous leurs successeurs, cessionnaires, ayants droit ou ayants cause respectifs directs et indirects respectifs agissant en cette qualité, les "**Porteurs d'Obligations NPA 2012**"); et
5. les entités listées à l'Annexe B-4 agissant en qualité de porteurs d'obligations en vertu du NPA 2014 (tel que défini ci-dessous) (y inclus tous leurs successeurs, cessionnaires, ayants droit ou ayants cause respectifs directs et indirects respectifs, agissant en cette qualité, les "**Porteurs d'Obligations NPA 2014**");

(l'Agent des Sûretés, l'Arrangeur, les Prêteurs du Prêt à Terme, les Prêteurs du Prêt Renouvelable, les Porteurs d'Obligations NPA 2012 et les Porteurs d'Obligations NPA 2014, en ce inclus leurs successeurs, cessionnaires, ayants droit ou ayants cause respectifs directs et indirects, étant désignés ensemble les "**Bénéficiaires**").

EN GARANTIE DU PAIEMENT DE TOUTES LES SOMMES DUES AU TITRE DES OBLIGATIONS GARANTIES CI-APRES DEFINIES :

Toutes obligations présentes, futures, certaines ou éventuelles :

- a) de CGI Inc. (anciennement dénommé CGI Group Inc. et agissant en qualité d'Emprunteur Cdn (*Cdn Borrower*), tel que ce terme est défini dans la Convention de Prêt à Terme) en vertu de la convention de prêt à terme intitulée "*US\$ 500,000,000 Term Loan Credit Agreement*" en date du 14 décembre 2018, conclu entre, notamment, CGI Inc. en qualité d'emprunteur, les prêteurs identifiés à la présente et National Bank of Canada en qualité d'agent administratif (cette convention, telle qu'amendée, complétée ou modifiée de quelque façon que ce soit à tout moment, la "**Convention de Prêt à Terme**"), de payer toutes sommes pour un montant maximum en principal de 500.000.000 US\$ (cinq cent million de dollars américains), majorées de tous intérêts, intérêts de retard, commissions, pénalités, frais, charges, indemnités de toute nature et tous accessoires de toute nature dus ou pouvant être dus à tout moment par cette partie aux Prêteurs de Prêt à Terme en vertu de la Convention de Prêt à Terme, que ces obligations soient encourues séparément ou conjointement avec toute autre personne, à titre de principal ou accessoire ou à tout autre titre (en ce inclus à la suite de toute déchéance du terme, résiliation ou annulation de la Convention de Prêt à Terme), et
- b) de CGI Inc. (anciennement dénommé CGI Group Inc. et agissant en qualité d'Emprunteur Cdn (*Cdn Borrower*), tel que ce terme est défini dans la Convention de Prêt Renouvelable) en vertu de la convention de prêt renouvelable intitulée "*Third Amended and Restated Credit Agreement*" en date du 2 décembre 2011 (telle qu'amendée le 25 mai 2012, le 8 juin 2012 et le 17 octobre 2013, le 4 mars 2014, le 7 novembre 2016, le 7 novembre 2017 et le 6 novembre 2018), conclu entre, notamment, CGI Inc. en qualité d'emprunteur, les prêteurs identifiés à la présente et l'Agent des Sûretés en qualité d'agent administratif (cette convention, telle qu'amendée, complétée ou modifiée de quelque façon que ce soit à tout moment, la "**Convention de Prêt Renouvelable**"), de payer toutes sommes pour un montant maximum en principal de 1.500.000.000 Cdn\$ (un milliard cinq cent million de dollars canadiens), majorées de tous intérêts, intérêts de retard, commissions, pénalités, frais, charges, indemnités de toute nature et tous accessoires de toute nature dus ou pouvant être dus à tout moment par de cette partie aux Prêteurs de Prêt Renouvelable en vertu de la Convention de Prêt Renouvelable, que ces obligations soient encourues séparément ou conjointement avec toute autre personne, à titre de principal ou accessoire ou à tout autre titre (en ce inclus à la suite de toute déchéance du terme, résiliation ou annulation de la Convention de Prêt Renouvelable), et
- c) de CGI Inc. (anciennement dénommé CGI Group Inc., agissant en qualité d'Emetteur (*Issuer*) tel que ce terme est défini dans le NPA 2012) en vertu de la convention d'achat d'obligations intitulée "*Amended and Restated Note Purchase Agreement*" en date du 29 mai 2012 et conclu entre CGI Inc. en qualité d'émetteur and les porteurs d'obligations à la présente (cette convention, telle qu'amendée, complétée ou modifiée de quelque façon que ce soit à tout moment, le "**NPA 2012**"), de payer toutes sommes pour un montant maximum en principal de 475.000.000 US\$ (quatre cent soixante quinze million de dollars américains) majorées de tous intérêts, intérêts de retard, commissions, pénalités, frais, charges, indemnités de toute nature et tous accessoires de toute nature dus ou pouvant être dus à tout moment par cette partie aux Porteurs d'Obligations NPA 2012 en vertu du NPA 2012, que ces obligations soient encourues séparément ou conjointement avec toute autre personne, à titre de principal ou accessoire ou à tout autre titre (en ce inclus à la suite de toute déchéance du terme, résiliation ou annulation du NPA 2012), et
- d) de CGI Inc. (anciennement dénommé CGI Group Inc., agissant en qualité d'Emetteur (*Issuer*) tel que ce terme est défini dans le NPA 2014) en vertu de la convention d'achat d'obligations intitulée "*Amended and Restated Note Purchase Agreement*" en date du 12 septembre 2014 et conclu entre CGI Inc. en qualité d'émetteur and les porteurs d'obligations à la présente (cette convention, telle qu'amendée, complétée ou modifiée de quelque façon que ce soit à tout

moment, le "NPA 2014"), de payer toutes sommes pour un montant maximum en principal de 745.000.0000 US\$ (sept cent quarante cinq million de dollars américains) et 85.000.000 euros (quatre vingt cinq million d'euros) majorées de tous intérêts, intérêts de retard, commissions, pénalités, frais, charges, indemnités de toute nature et tous accessoires de toute nature dus ou pouvant être dus à tout moment par cette partie aux Porteurs d'Obligations NPA 2014 en vertu du NPA 2014, que ces obligations soient encourues séparément ou conjointement avec toute autre personne, à titre de principal ou accessoire ou à tout autre titre (en ce inclus à la suite de toute déchéance du terme, résiliation ou annulation du NPA 2014),

(ces obligations étant définies ensemble comme les "**Obligations Garanties**").

Fait à Montréal (Canada), le 14 mars 2019, en quatre (4) exemplaires originaux

Le Constituant

Signé par _____ au nom et pour le compte de **CGI IT UK LIMITED**

Titre:

ANNEXE A - Copie de l'Acte de Nantissement

ANNEXE B-1 _Liste des Prêteurs du Prêt à Terme

ANNEXE B-2 _Liste des Prêteurs du Prêt Renouvelable

ANNEXE B-3 _Liste des Porteurs d'Obligations NPA 2012

ANNEXE B-4 _Liste des Porteurs d'Obligations NPA 2014

ANNEXE B-1
Liste des Prêteurs du Prêt à Terme

Dénomination sociale	Adresse du siège social
PNC Bank Canada Branch	130 King Street West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal, Québec, H3B 4S9
Bank of Montreal	11th Floor, 250 Yonge Street, Toronto, Ontario M5T 1T4
Crédit Agricole Corporate & Investment Bank (Canada Branch)	2000 Avenue McGill College, Suite 1900, Montreal, Quebec, H3A 3H3
BNP Paribas	1981 McGill College, Montreal, Quebec, H3A 2W8

ANNEXE B-2
Liste des Prêteurs du Prêt Renouvelable

Dénomination sociale	Adresse du siège social
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal (Québec), H3B 4S9
Fédération des caisses Desjardins du Québec	1170 Peel street, Suite 300, Montréal (Québec) H3B 0A9
Canadian Imperial Bank of Commerce	Brookfield Place, 161 Bay St, 8th floor, Toronto, ON M5J 2S8
Citibank N.A., Canadian Branch	Citigroup Place 123 Front Street West, Suite 1900. Toronto, Ontario M5J 2M3.
The Toronto-Dominion Bank	66 Wellington St. W. Toronto, ON M5K 1A2
Bank of America, N.A., Canada Branch	181 Bay Street, 4th Floor, Toronto ON M5J 2V8
Bank of Montreal	3rd Floor, 234 Simcoe Street, Toronto, Ontario M5T 1T4
JPMorgan Chase Bank, N.A., Toronto Branch	66 Wellington Street West, Toronto, Ontario M5K 1E7
MUFG Bank, Ltd., Canada Branch	Royal Bank Plaza, South Tower, Suite 1800, P.O. Box 42, 200 Bay Street, Toronto, Ontario M5J 2J1 Canada
Sumitomo Mitsui Banking Corporation, Canada Branch	Toronto Dominion Centre, 222 Bay Street, Suite 1400, Toronto, ON M5K 1H6
Royal Bank of Canada	1 Place Ville-Marie, Suite 300, Montreal, Quebec H3B 4R8
The Bank of Nova Scotia	1002 Sherbrooke St. W, Suite 900, Montreal, Quebec H3A 3L6
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
Deutsche Bank AG, Canada Branch	199 Bay Street, Commerce Court West, Suite 4700, Toronto, ON M5L 1E9
PNC Bank Canada Branch	130 King Streer West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
ICICI Bank Canada	150 Ferrand Drive, Ste 700, Toronto, ON M3C 3E5
BNP Paribas	1981 Mc Gill College, Montreal, Quebec, H3A 2W8
Société Générale	245 Park Avenue, New York, NY 10167
Credit Agricole Corporate & Investment Bank	1301 Avenue of the Americas, New York, NY 10019

ANNEXE B-3
Liste des Porteurs d'Obligations NPA 2012

<u>Dénomination sociale</u>	<u>Adresse du siège social</u>
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company of New York	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
ING USA ANNUITY AND LIFE INSURANCE COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327

ANNEXE B-4
Liste des Porteurs d'Obligations NPA 2014

<u>Dénomination sociale</u>	<u>Adresse du siège social</u>
Nationale-Nederlanden Levensverzekering Maatschappij N.V.	Weena 505, 3013 AL ROTTERDAM The Netherlands
Mutual of Omaha Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United of Omaha Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
Companion Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United World Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
John Hancock Life Insurance Company (U.S.A.)	197 Clarendon Street Boston, MA, USA 02116
Teachers Insurance and Annuity Association of America	730 Third Avenue New York, New York 10017
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
The Gibraltar Life Insurance Co., Ltd.	Prudential Tower 2-13-10 Nagatacho Chiyoda-ku, Tokyo 100-0014, Japan
Prudential Retirement Insurance and Annuity Company	280 Trumbull St. One Commercial Plaza Hartford, CT 06103
PICA Hartford Life & Annuity Comfort Trust	751 Broad Street Newark, NJ 07102
PARU Hartford Life & Annuity Comfort Trust	c/o J. Michael Low Kutak Rock LLP 8601 North Scottsdale Rd., Suite 300 Scottsdale, AZ 85253
MTL Insurance Company	1200 Jorie Blvd. Oak Brook, IL 60522-9060
The Lincoln National Life Insurance Company	1300 South Clinton Street, 5C-00 Fort Wayne, IN 46802
Globe Life and Accident Insurance Company	3700 S. Stonebridge Drive

	McKinney, TX 75070
Family Heritage Life Insurance Company of America	3700 S. Stonebridge Drive McKinney, TX 75070
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
Security Life of Denver Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
LEO 2013-1 LLC	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Northwestern Mutual Life Insurance Company	720 East Wisconsin Avenue Milwaukee, WI 53202
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
JUST RETIREMENT LIMITED	Vale House, Roebuck Close Bancroft Road, Reigate Surrey RH2 7RU, United Kingdom
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
HARE & CO	c/o AXIS reinsurance Company 11680 Great Oaks Way, Suite 500 Alpharetta, GA 30022
CUDD and CO	c/o Symetra Life Insurance Company 777 108 th Avenue NE, Suite 1200

	Bellevue, WA 98004
NEW ENGLAND LIFE INSURANCE COMPANY	c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
MetLife Insurance Company of Connecticut, on behalf of its Separate Account SA (Structured Annuity)	Metlife Insurance Company of Connecticut, c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
VOYA INSURANCE AND ANNUITY COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327
KANE & CO	c/o John Hancock Financial Services 200 Berkeley Street Boston, MA 02116

SCHEDULE 2
TRANSLATION FOR INFORMATION PURPOSE ONLY OF SCHEDULE 1

STATEMENT OF PLEDGE OF FINANCIAL SECURITIES ACCOUNT

This statement of pledge of financial securities account is subject to the provisions of Article L.211-20 of the French *Code monétaire et financier* (the "**Statement of Pledge**").

Capitalized terms in French used in this Statement of Pledge shall have the meaning ascribed hereunder or, if not, shall have the meaning ascribed to them in the Pledge Agreement (as such term is defined below).

THE UNDERSIGNED:

CGI IT UK LIMITED, a company organised and existing under the laws of England, with its registered office at 20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY and registered under company number 947 968, duly represented for the purpose hereof (the "**Pledgor**"),

IN ACCORDANCE WITH THE TERMS AND CONDITIONS of the financial securities account pledge agreement, entitled "*Securities Account Pledge Agreement*" entered into on the date hereof between, *inter alia*, the Pledgor and the Security Agent (as such a term is defined below) and of which a copy is attached as Schedule A to the present Statement of Pledge and which forms an integral part of it (the "**Pledge Agreement**"), and

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L.211-20 OF THE FRENCH CODE MONÉTAIRE ET FINANCIER,

HEREBY GRANTS A PLEDGE, ranking just after the First Ranking Pledge (as defined in the Pledge Agreement), over:

1. **the special securities account No. 6 BIS**, opened in the name of the Pledgor in the books of:

CGI FRANCE, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of EUR 137,913,933.00 with its registered office located at, 17 place des Reflets, Immeuble CB 16, 92400 Courbevoie, France, registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Nanterre under number 702 042 755 R.C.S. Nanterre (the "**Securities Account Holder**"), on which are initially credited the following financial securities:

Nature:	registered shares with a nominal value of 1 (one) euros each,
Issuer:	the Securities Account Holder
Number:	137,913,933 (one hundred thirty seven million nine hundred and thirteen thousands and nine hundred and thirty three)

as such securities account may be credited further to the date hereof with any further financial securities (including those which may be substituted for or added to the financial securities initially credited on the financial securities account, in the meaning of article L.211-20-1 of the French *Code monétaire et financier*) of which the Pledgor would become the owner further to the date of this Statement of Pledge, in accordance with the terms of the Pledge Agreement (the "**Securities Account**"); and

2. **the special bank account** mentioned in paragraph III of article L.211-20 of the French *Code monétaire et financier*, opened in the name of the Pledgor under reference number **0657398004** in the books of:

Citibank Europe plc, a credit institution incorporated under the laws of Ireland, with its registered office at 1 North Wall Quay, Dublin 1, acting through its French branch with registered office at 21-25 rue Balzac 75406 Paris Cedex 08 France, registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Paris under number 814 664 892 R.C.S. Paris (the "**Cash Account Holder**"),

special bank account in which the income and proceeds in any currency and of any nature related to the financial securities registered in the Securities Account will be transferred by the Securities Account Holder, pursuant to the terms of the Pledge Agreement, and which is deemed to be an integral part of the Securities Account (the "**Cash Account**"),

TO THE BENEFIT OF THE FOLLOWING SECURED CREDITORS:

1. **NATIONAL BANK OF CANADA**, a company incorporated under the laws of Canada, with its registered office located at 1155 Metcalfe Street, 5th Floor, Montréal, Québec H3B 4S9, Canada, acting in its own name and for its own account as agent under the intercreditor agreement entitled "*Amended and Restated Intercreditor Agreement*" dated 12 September 2014 entered into between amongst others NATIONAL BANK OF CANADA as revolving loan agent and term loan agent, the existing noteholders party thereto, CGI Inc. (previously named CGI Group Inc.) as borrower, the obligors identified thereunder and the additional bank agent and additional note holders (this agreement, as amended, restated or otherwise modified from time to time, the "**Intercreditor Agreement**") (including all its direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Security Agent**");
2. the entities listed in Schedule B-1, acting as lenders under the Term Loan Agreement (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Term Loan Lenders**");
3. the entities listed in Schedule B-2, acting as lenders under the Revolving Loan Agreement (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Revolving Loan Lenders**");
4. the entities listed in Schedule B-3, acting as note holders under the 2012 NPA (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**2012 NPA Note Holders**"); and
5. the entities listed in Schedule B-4, acting as note holders under the 2014 NPA (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**2014 NPA Note Holders**");

(the Security Agent, the Term Loan Lenders, the Revolving Loan Lenders, the 2012 NPA Note Holders and the 2014 NPA Note Holders, including their respective direct and indirect successors, assignees and transferees, together the "**Beneficiaries**").

AS SECURITY FOR THE PAYMENT OF ALL AMOUNTS OWED UNDER THE SECURED OBLIGATIONS DEFINED HEREAFTER:

All obligations (present, future, actual and contingent):

- (a) of CGI Inc. (previously named CGI Group Inc. and acting as the Cdn Borrower, as such term is defined in the Term Loan Agreement) under the term credit agreement entitled "*US\$*

500,000,000 Term Loan Credit Agreement" dated 14 December 2018, entered into amongst others between CGI Inc. as borrower, the lenders identified hereunder and National Bank of Canada as administrative agent (this agreement, as amended, restated or otherwise modified from time to time, the "**Term Loan Agreement**"), to pay any sums for a maximum principal amount of US\$500,000,000 (five hundred million US dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the Term Loan Lenders under the Term Loan Agreement, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the Term Loan Agreement), and

- (b) of CGI Inc. (previously named CGI Group Inc. and acting as the Cdn Borrower, as such term is defined in the Revolving Loan Agreement) under the revolving credit agreement entitled "*Third Amended and Restated Credit Agreement*" dated 2 December 2011 (and as amended on 25 May 2012, 8 June 2012 and 17 October 2013, 4 March 2014, 7 November 2016, 7 November 2017 and 6 November 2018), entered into amongst others between CGI Inc. as borrower, the lenders identified thereunder and the Security Agent as administrative agent (this agreement, as amended, restated or otherwise modified from time to time, the "**Revolving Loan Agreement**"), to pay any sums for a maximum principal amount of Cdn\$1,500,000,000 (one billion five hundred million Canadian dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the Revolving Loan Lenders under the Revolving Loan Agreement, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the Revolving Loan Agreement), and
- (c) of CGI Inc. (previously named CGI Group Inc. and acting as the Issuer, as such term is defined in the 2012 NPA) under the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 29 May 2012 and entered into between CGI Inc as issuer and the noteholders thereunder (this agreement, as amended, restated or otherwise modified from time to time, the "**2012 NPA**"), to pay any sums for a maximum principal amount of US\$475,000,000 (four hundred seventy five million US dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the 2012 NPA Note Holders under the 2012 NPA, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the 2012 NPA), and
- (d) of CGI Inc. (previously named CGI Group Inc. and acting as the Issuer, as such term is defined in the 2014 NPA) under the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 12 September 2014 and entered into between CGI Inc as issuer and the noteholders thereunder (this agreement, as amended, restated or otherwise modified from time to time, the "**2014 NPA**"), to pay any sums for a maximum principal amount of US\$745,000,000 (seven hundred forty five million US dollars) and EUR85,000,000 (eighty five million euros) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the 2014 NPA Note Holders under the 2014 NPA, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the 2014 NPA),

(these obligations being defined together as the "**Secured Obligations**").

Signed in [____], on [____], in four (4) original copies

The Pledgor

Signed by _____ for and on behalf of **CGI IT UK LIMITED**

Title:

SCHEDULE A _Copy of the Pledge Agreement

SCHEDULE B-1 _List of the Term Loan Lenders

SCHEDULE B-2 _List of the Revolving Loan Lenders

SCHEDULE B-3 _List of the 2012 NPA Note Holders

SCHEDULE B-4 _List of the 2014 NPA Note Holders

SCHEDULE B-1
List of the Term Loan Lenders

Name	Registered office address
PNC Bank Canada Branch	130 King Street West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal, Québec, H3B 4S9
Bank of Montreal	11th Floor, 250 Yonge Street, Toronto, Ontario M5T 1T4
Crédit Agricole Corporate & Investment Bank (Canada Branch)	2000 Avenue McGill College, Suite 1900, Montreal, Quebec, H3A 3H3
BNP Paribas	1981 McGill College, Montreal, Quebec, H3A 2W8

SCHEDULE B-2
List of the Revolving Loan Lenders

Name	Registered office address
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal (Québec), H3B 4S9
Fédération des caisses Desjardins du Québec	1170 Peel street, Suite 300, Montréal (Québec) H3B 0A9
Canadian Imperial Bank of Commerce	Brookfield Place, 161 Bay St, 8th floor, Toronto, ON M5J 2S8
Citibank N.A., Canadian Branch	Citigroup Place 123 Front Street West, Suite 1900. Toronto, Ontario M5J 2M3.
The Toronto-Dominion Bank	66 Wellington St. W. Toronto, ON M5K 1A2
Bank of America, N.A., Canada Branch	181 Bay Street, 4th Floor, Toronto ON M5J 2V8
Bank of Montreal	3rd Floor, 234 Simcoe Street, Toronto, Ontario M5T 1T4
JPMorgan Chase Bank, N.A., Toronto Branch	66 Wellington Street West, Toronto, Ontario M5K 1E7
MUFG Bank, Ltd., Canada Branch	Royal Bank Plaza, South Tower, Suite 1800, P.O. Box 42, 200 Bay Street, Toronto, Ontario M5J 2J1 Canada
Sumitomo Mitsui Banking Corporation, Canada Branch	Toronto Dominion Centre, 222 Bay Street, Suite 1400, Toronto, ON M5K 1H6
Royal Bank of Canada	1 Place Ville-Marie, Suite 300, Montreal, Quebec H3B 4R8
The Bank of Nova Scotia	1002 Sherbrooke St. W, Suite 900, Montreal, Quebec H3A 3L6
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
Deutsche Bank AG, Canada Branch	199 Bay Street, Commerce Court West, Suite 4700, Toronto, ON M5L 1E9
PNC Bank Canada Branch	130 King Streer West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
ICICI Bank Canada	150 Ferrand Drive, Ste 700, Toronto, ON M3C 3E5
BNP Paribas	1981 Mc Gill College, Montreal, Quebec, H3A 2W8
Société Générale	245 Park Avenue, New York, NY 10167
Credit Agricole Corporate & Investment Bank	1301 Avenue of the Americas, New York, NY 10019

SCHEDULE B-3
List of the 2012 NPA Note Holders

<u>Full legal name</u>	<u>Registered office address</u>
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company of New York	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
ING USA ANNUITY AND LIFE INSURANCE COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327

SCHEDULE B-4
List of the 2014 NPA Note Holders

<u>Full legal name</u>	<u>Registered office address</u>
Nationale-Nederlanden Levensverzekering Maatschappij N.V.	Weena 505, 3013 AL ROTTERDAM The Netherlands
Mutual of Omaha Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United of Omaha Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
Companion Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United World Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
John Hancock Life Insurance Company (U.S.A.)	197 Clarendon Street Boston, MA, USA 02116
Teachers Insurance and Annuity Association of America	730 Third Avenue New York, New York 10017
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
The Gibraltar Life Insurance Co., Ltd.	Prudential Tower 2-13-10 Nagatacho Chiyoda-ku, Tokyo 100-0014, Japan
Prudential Retirement Insurance and Annuity Company	280 Trumbull St. One Commercial Plaza Hartford, CT 06103
PICA Hartford Life & Annuity Comfort Trust	751 Broad Street Newark, NJ 07102
PARU Hartford Life & Annuity Comfort Trust	c/o J. Michael Low Kutak Rock LLP 8601 North Scottsdale Rd., Suite 300 Scottsdale, AZ 85253
MTL Insurance Company	1200 Jorie Blvd. Oak Brook, IL 60522-9060
The Lincoln National Life Insurance Company	1300 South Clinton Street, 5C-00 Fort Wayne, IN 46802
Globe Life and Accident Insurance Company	3700 S. Stonebridge Drive

	McKinney, TX 75070
Family Heritage Life Insurance Company of America	3700 S. Stonebridge Drive McKinney, TX 75070
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
Security Life of Denver Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
LEO 2013-1 LLC	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Northwestern Mutual Life Insurance Company	720 East Wisconsin Avenue Milwaukee, WI 53202
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
JUST RETIREMENT LIMITED	Vale House, Roebuck Close Bancroft Road, Reigate Surrey RH2 7RU, United Kingdom
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
HARE & CO	c/o AXIS reinsurance Company 11680 Great Oaks Way, Suite 500 Alpharetta, GA 30022
CUDD and CO	c/o Symetra Life Insurance Company 777 108 th Avenue NE, Suite 1200

	Bellevue, WA 98004
NEW ENGLAND LIFE INSURANCE COMPANY	c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
MetLife Insurance Company of Connecticut, on behalf of its Separate Account SA (Structured Annuity)	Metlife Insurance Company of Connecticut, c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
VOYA INSURANCE AND ANNUITY COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327
KANE & CO	c/o John Hancock Financial Services 200 Berkeley Street Boston, MA 02116

**SCHEDULE 3
FORM OF CERTIFICATE OF PLEDGE OF SECURITIES ACCOUNT**

CERTIFICATE OF PLEDGE OF SECURITIES ACCOUNT

In accordance with the provisions of article L.211-20 of the French *Code monétaire et financier*

To: **NATIONAL BANK OF CANADA**
In its capacity as Security Agent

Dated 14 March 2019

Securities Account Pledge Agreement by CGI IT UK Limited dated 14 March 2019

Dear Sir/Madam,

We, **CGI FRANCE S.A.S.**, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of EUR 137,913,933 with its registered office located at Immeuble CB 16, 17 place des Reflets, 92400 Courbevoie, France, registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Nanterre under number 702 042 755 R.C.S. Nanterre, hereby:

- (a) acknowledge receipt of a copy of the statement of pledge of financial securities account dated the date hereof executed by CGI IT UK Limited as Pledgor (the "**Statement of Pledge**") along with a copy of the securities account pledge agreement pursuant to which the Statement of Pledge has been issued (the "**Securities Account Pledge Agreement**");
- (b) confirm that, as per the instructions received from the Pledgor and in accordance with the terms of the Securities Account Pledge Agreement, 137,913,933 ordinary shares of CGI FRANCE S.A.S., with a nominal value of 1 (one) euros each and which are mentioned in the Statement of Pledge, are owned by CGI IT UK Limited and are registered on a securities account n°6 BIS opened in the name of CGI IT UK Limited in our books;
- (c) certifies that such securities account is pledged in favour of the Beneficiaries and that such pledge has been registered in our securities transfers register (*registre de mouvements de titres*) and the shareholder's individual accounts (*comptes individuels d'associé*) opened in the name of the Pledgor, up-to-date and complete copies of which are appended as Schedule to this certificate; and
- (d) confirm that we have taken full knowledge of the terms of the Statement of Pledge and of the Securities Account Pledge Agreement, including notably in relation to the operation and functioning of the Securities Account and the Cash Account;

Capitalized terms in this Certificate of Pledge of Securities Account and not otherwise defined herein shall have the meaning ascribed to them in the Securities Account Pledge Agreement.

Signed on the date specified above, in one (1) original

CGI FRANCE S.A.S.
The Securities Account Holder

By: _____
Capacity: _____

Schedule - Copies of the up to date securities transfers register (*registre de mouvements de titres*) of CGI France SAS and the shareholder's individual accounts (*comptes individuels d'associé*) opened in the name of the Pledgor.

SCHEDULE 4
FORM OF CERTIFICATE OF PLEDGE OF CASH ACCOUNT

CERTIFICATE OF PLEDGE OF CASH ACCOUNT

In accordance with the provisions of article L.211-20 of the French *Code monétaire et financier*

To: **NATIONAL BANK OF CANADA**
In its capacity as Security Agent

Dated [●]

Securities Account Pledge Agreement by CGI IT UK Limited dated [●]

Dear Sir/Madam,

We, **Citibank Europe Plc**, hereby:

- (a) acknowledge receipt of a copy of the statement of pledge of financial securities account dated 14 March 2019 executed by CGI IT UK LIMITED as Pledgor (the "**Statement of Pledge**") along with a copy of the securities account pledge agreement pursuant to which the Statement of Pledge has been issued (the "**Securities Account Pledge Agreement**") and confirm that we have taken knowledge of their terms;
- (b) certify that the Cash Account mentioned in the Securities Account Pledge Agreement and the Statement of Pledge is opened in our books in the name of CGI IT UK LIMITED and constitutes the special bank account referred to the provisions of article L.211-20 III of the French *Code monétaire et financier* and confirm that this bank account is pledged pursuant to the terms of the Statement of Pledge;
- (c) certify that an amount of EUR 0 (zero euro) stands to the credit of such Cash Account on the date hereof;
- (d) confirm that we have not received notice of any pledge or rights of a third party over the Cash Account, other than the Statement of Pledge and notices in relation to the First Ranking Pledge;
- (e) acknowledge the terms of Clause 6 (*Cash proceeds and cash account*) of the Securities Account Pledge Agreement and the restrictions to withdrawal and use of Cash Proceeds credited on the Cash Account by the Pledgor; and
- (f) confirm that we undertake to block the amounts credited on the Cash Account and/or to transfer such amounts to the Security Agent at its request, in accordance with and subject to the terms of the Securities Account Pledge Agreement.

Capitalized terms in this Certificate of Pledge of Cash Account and not otherwise defined herein shall have the meaning ascribed to them in the Securities Account Pledge Agreement.

Signed on the date specified above, in one (1) original.

Citibank Europe Plc
The Cash Account Holder

By: _____
Capacity: _____

SIGNATURE PAGE

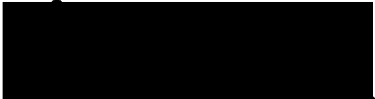
Executed in London, in 4 original copies.

Pursuant to the provisions of article 1375 of the French *Code civil*, only one original copy of this Agreement will be executed for the Beneficiaries (the original copy being held by the Security Agent).

IN WITNESS WHEREOF this Agreement has been entered into as of the date first above written.

The Pledgor

Signed by FARIS MOHAMMED for and on behalf of CGI IT UK LIMITED



Director

NATIONAL BANK OF CANADA

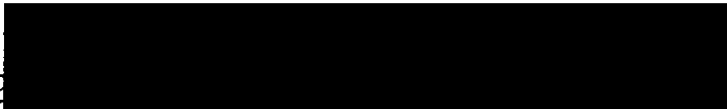
The Security Agent



By: Dominic Albanese, Managing Director or Luc Bernier, Managing Director

Capacity: _____ Capacity: _____

THE BENEFICIARIES (duly represented by the Security Agent)



By: Dominic Albanese, Managing Director or Luc Bernier, Managing Director

Capacity: _____ Capacity: _____

CGI FRANCE S.A.S.

The Company Securities Account Holder and Third Party Holder

[Redacted]

By: Jean-Charles Henry

Capacity: authorised signatory

[Redacted]

En accord avec les parties les présentes
ont été reliées par le procédé
ASSEMBLACT RC empêchant toute
substitution ou addition et sont seulement
signées à la dernière page

CERTIFIED TO BE A CORRECT TRANSLATION OF THE FRENCH
LANGUAGE SCHEDULE 1 OF THE ORIGINAL DOCUMENT CREATING
THE CHARGE

Name: ASHWIN SATHYAMBORTHY

Signature: A. Sathyamborthy

Date: 4 APRIL 2019

Position: SOLICITOR OF THE SUPREME COURT OF ENGLAND AND WALES

Role: LEGAL COUNSEL FOR CGI IT UK LIMITED

TRANSLATION OF THE FRENCH LANGUAGE SCHEDULE 1 OF THE ORIGINAL
DOCUMENT CREATING THE CHARGE:

SCHEDULE 1

STATEMENT OF PLEDGE OF FINANCIAL SECURITIES ACCOUNT

This statement of pledge of financial securities account is subject to the provisions of Article L.211-20 of the French *Code monétaire et financier* (the "Statement of Pledge").

Capitalized terms in French used in this Statement of Pledge shall have the meaning ascribed hereunder or, if not, shall have the meaning ascribed to them in the Pledge Agreement (as such term is defined below).

THE UNDERSIGNED:

CGI IT UK LIMITED, a company organised and existing under the laws of England, with its registered office at 20 Fenchurch Street, 14th Floor, London, United Kingdom, EC3M 3BY and registered under company number 947 968, duly represented for the purpose hereof (the "Pledgor"),

IN ACCORDANCE WITH THE TERMS AND CONDITIONS of the financial securities account pledge agreement, entitled "*Securities Account Pledge Agreement*" entered into on the date hereof between, *inter alia*, the Pledgor and the Security Agent (as such a term is defined below) and of which a copy is attached as Schedule A to the present Statement of Pledge and which forms an integral part of it (the "**Pledge Agreement**"), and

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L.211-20 OF THE FRENCH CODE MONETAIRE ET FINANCIER,

HEREBY GRANTS A PLEDGE, ranking just after the First Ranking Pledge (as defined in the Pledge Agreement), over:

1. **the special securities account No. 6 BIS**, opened in the name of the Pledgor in the books of:

CGI FRANCE, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of EUR 137,913,933.00 with its registered office located at, 17 place des Reflets, Immeuble CB 16, 92400 Courbevoie, France, registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Nanterre under number 702 042 755 R.C.S. Nanterre (the "**Securities Account Holder**"), on which are initially credited the following financial securities:

Nature:	registered shares with a nominal value of 1 (one) euros each,
Issuer:	the Securities Account Holder
Number:	137,913,933 (one hundred thirty seven million nine hundred and thirteen thousands and nine hundred and thirty three)

as such securities account may be credited further to the date hereof with any further financial securities (including those which may be substituted for or added to the financial securities initially credited on the financial securities account, in the meaning of article L.211-20-I of the French *Code monétaire et financier*) of which the Pledgor would become the owner further to the date of this Statement of Pledge, in accordance with the terms of the Pledge Agreement (the "**Securities Account**"); and

2. **the special bank account** mentioned in paragraph III of article L.211-20 of the French *Code monétaire et financier*, opened in the name of the Pledgor under reference number **0657398004** in the books of:

Citibank Europe plc, a credit institution incorporated under the laws of Ireland, with its registered office at 1 North Wall Quay, Dublin 1, acting through its French branch with registered office at 21-25 rue Balzac 75406 Paris Cedex 08 France, registered with the Trade and Companies Register (*Registre du Commerce et des Sociétés*) of Paris under number 814 664 892 R.C.S. Paris (the "**Cash Account Holder**"),

special bank account in which the income and proceeds in any currency and of any nature related to the financial securities registered in the Securities Account will be transferred by the Securities Account Holder, pursuant to the terms of the Pledge Agreement, and which is deemed to be an integral part of the Securities Account (the "**Cash Account**"),

TO THE BENEFIT OF THE FOLLOWING SECURED CREDITORS:

1. **NATIONAL BANK OF CANADA**, a company incorporated under the laws of Canada, with its registered office located at 1155 Metcalfe Street, 5th Floor, Montréal, Québec H3B 4S9, Canada, acting in its own name and for its own account as agent under the intercreditor agreement entitled "*Amended and Restated Intercreditor Agreement*" dated 12 September 2014 entered into between amongst others NATIONAL BANK OF CANADA as revolving loan agent and term loan agent, the existing noteholders party thereto, CGI Inc. (previously named CGI Group Inc.) as borrower, the obligors identified thereunder and the additional bank agent and additional note holders (this agreement, as amended, restated or otherwise modified from time to time, the "**Intercreditor Agreement**") (including all its direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Security Agent**");
2. the entities listed in Schedule B-1, acting as lenders under the Term Loan Agreement (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Term Loan Lenders**");
3. the entities listed in Schedule B-2, acting as lenders under the Revolving Loan Agreement (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**Revolving Loan Lenders**");
4. the entities listed in Schedule B-3, acting as note holders under the 2012 NPA (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**2012 NPA Note Holders**"); and
5. the entities listed in Schedule B-4, acting as note holders under the 2014 NPA (as defined below) (including all their respective direct and indirect successors, assignees and transferees in such capacity thereunder, the "**2014 NPA Note Holders**");

(the Security Agent, the Term Loan Lenders, the Revolving Loan Lenders, the 2012 NPA Note Holders and the 2014 NPA Note Holders, including their respective direct and indirect successors, assignees and transferees, together the "**Beneficiaries**").

AS SECURITY FOR THE PAYMENT OF ALL AMOUNTS OWED UNDER THE SECURED OBLIGATIONS DEFINED HEREAFTER:

All obligations (present, future, actual and contingent):

- (a) of CGI Inc. (previously named CGI Group Inc. and acting as the Cdn Borrower, as such term is defined in the Term Loan Agreement) under the term credit agreement entitled "*US\$ 500,000,000 Term Loan Credit Agreement*" dated 14 December 2018, entered into amongst others between CGI Inc. as borrower, the lenders identified hereunder and National Bank of Canada as administrative agent (this agreement, as amended, restated or otherwise modified from time to time, the "**Term Loan Agreement**"), to pay any sums for a maximum principal amount of US\$500,000,000 (five hundred million US dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the Term Loan Lenders under the Term Loan Agreement, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the Term Loan Agreement), and
- (b) of CGI Inc. (previously named CGI Group Inc. and acting as the Cdn Borrower, as such term is defined in the Revolving Loan Agreement) under the revolving credit agreement entitled "*Third Amended and Restated Credit Agreement*" dated 2 December 2011 (and as amended on 25 May 2012, 8 June 2012 and 17 October 2013, 4 March 2014, 7 November 2016, 7 November 2017 and 6 November 2018), entered into amongst others between CGI Inc. as borrower, the lenders identified thereunder and the Security Agent as administrative agent (this agreement, as amended, restated or otherwise modified from time to time, the "**Revolving Loan Agreement**"), to pay any sums for a maximum principal amount of Cdn\$1,500,000,000 (one billion five hundred million Canadian dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the Revolving Loan Lenders under the Revolving Loan Agreement, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the Revolving Loan Agreement), and
- (c) of CGI Inc. (previously named CGI Group Inc. and acting as the Issuer, as such term is defined in the 2012 NPA) under the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 29 May 2012 and entered into between CGI Inc as issuer and the noteholders thereunder (this agreement, as amended, restated or otherwise modified from time to time, the "**2012 NPA**"), to pay any sums for a maximum principal amount of US\$475,000,000 (four hundred seventy five million US dollars) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the 2012 NPA Note Holders under the 2012 NPA, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the 2012 NPA), and
- (d) of CGI Inc. (previously named CGI Group Inc. and acting as the Issuer, as such term is defined in the 2014 NPA) under the note purchase agreement entitled "*Amended and Restated Note Purchase Agreement*" dated 12 September 2014 and entered into between CGI Inc as issuer and the noteholders thereunder (this agreement, as amended, restated or otherwise modified from time to time, the "**2014 NPA**"), to pay any sums for a maximum principal amount of US\$745,000,000 (seven hundred forty five million US dollars) and EUR85,000,000 (eighty five million euros) along with any interest, default interest, fees, penalties, costs, expenses, indemnities of any nature whatsoever and any accessories of any nature whatsoever due or which may be due at any time by such party to the 2014 NPA Note Holders under the 2014 NPA, and whether incurred solely or jointly and as principal or surety or in any other capacity (including in connection with the termination or cancellation of the 2014 NPA),

(these obligations being defined together as the "**Secured Obligations**").

Signed in Montréal (Canada), on 14 March 2019, in four (4) original copies

The Pledgor

Signed by _____ for and on behalf of **CGI IT UK LIMITED**

Title:

SCHEDULE A _Copy of the Pledge Agreement

SCHEDULE B-1 _List of the Term Loan Lenders

SCHEDULE B-2 _List of the Revolving Loan Lenders

SCHEDULE B-3 _List of the 2012 NPA Note Holders

SCHEDULE B-4 _List of the 2014 NPA Note Holders

SCHEDULE B-1
List of the Term Loan Lenders

Name	Registered office address
PNC Bank Canada Branch	130 King Street West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal, Québec, H3B 4S9
Bank of Montreal	11th Floor, 250 Yonge Street, Toronto, Ontario M5T 1T4
Crédit Agricole Corporate & Investment Bank (Canada Branch)	2000 Avenue McGill College, Suite 1900, Montreal, Quebec, H3A 3H3
BNP Paribas	1981 McGill College, Montreal, Quebec, H3A 2W8

SCHEDULE B-2
List of the Revolving Loan Lenders

Name	Registered office address
National Bank of Canada	1155 Metcalfe, 5th floor, Montreal (Québec), H3B 4S9
Fédération des caisses Desjardins du Québec	1170 Peel street, Suite 300, Montréal (Québec) H3B 0A9
Canadian Imperial Bank of Commerce	Brookfield Place, 161 Bay St, 8th floor, Toronto, ON M5J 2S8
Citibank N.A., Canadian Branch	Citigroup Place 123 Front Street West, Suite 1900. Toronto, Ontario M5J 2M3.
The Toronto-Dominion Bank	66 Wellington St. W. Toronto, ON M5K 1A2
Bank of America, N.A., Canada Branch	181 Bay Street, 4th Floor, Toronto ON M5J 2V8
Bank of Montreal	3rd Floor, 234 Simcoe Street, Toronto, Ontario M5T 1T4
JPMorgan Chase Bank, N.A., Toronto Branch	66 Wellington Street West, Toronto, Ontario M5K 1E7
MUFG Bank, Ltd., Canada Branch	Royal Bank Plaza, South Tower, Suite 1800, P.O. Box 42, 200 Bay Street, Toronto, Ontario M5J 2J1 Canada
Sumitomo Mitsui Banking Corporation, Canada Branch	Toronto Dominion Centre, 222 Bay Street, Suite 1400, Toronto, ON M5K 1H6
Royal Bank of Canada	1 Place Ville-Marie, Suite 300, Montreal, Quebec H3B 4R8
The Bank of Nova Scotia	1002 Sherbrooke St. W, Suite 900, Montreal, Quebec H3A 3L6
HSBC Bank Canada	2001 McGill College, Suite 300, Montréal, Québec, H3A 1G1
Deutsche Bank AG, Canada Branch	199 Bay Street, Commerce Court West, Suite 4700, Toronto, ON M5L 1E9
PNC Bank Canada Branch	130 King Streer West, Suite 2140, P.O. Box 462, Toronto, ON M5X 1E4
ICICI Bank Canada	150 Ferrand Drive, Ste 700, Toronto, ON M3C 3E5
BNP Paribas	1981 Mc Gill College, Montreal, Quebec, H3A 2W8
Société Générale	245 Park Avenue, New York, NY 10167
Credit Agricole Corporate & Investment Bank	1301 Avenue of the Americas, New York, NY 10019

SCHEDULE B-3
List of the 2012 NPA Note Holders

<u>Full legal name</u>	<u>Registered office address</u>
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company of New York	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
ING USA ANNUITY AND LIFE INSURANCE COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327

SCHEDULE B-4
List of the 2014 NPA Note Holders

<u>Full legal name</u>	<u>Registered office address</u>
Nationale-Nederlanden Levensverzekering Maatschappij N.V.	Weena 505, 3013 AL ROTTERDAM The Netherlands
Mutual of Omaha Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United of Omaha Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
Companion Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
United World Life Insurance Company	3300 Mutual of Omaha Plaza Omaha, NE 68175
John Hancock Life Insurance Company (U.S.A.)	197 Clarendon Street Boston, MA, USA 02116
Teachers Insurance and Annuity Association of America	730 Third Avenue New York, New York 10017
The Prudential Insurance Company of America	751 Broad Street Newark, NJ 07102
The Gibraltar Life Insurance Co., Ltd.	Prudential Tower 2-13-10 Nagatacho Chiyoda-ku, Tokyo 100-0014, Japan
Prudential Retirement Insurance and Annuity Company	280 Trumbull St. One Commercial Plaza Hartford, CT 06103
PICA Hartford Life & Annuity Comfort Trust	751 Broad Street Newark, NJ 07102
PARU Hartford Life & Annuity Comfort Trust	c/o J. Michael Low Kutak Rock LLP 8601 North Scottsdale Rd., Suite 300 Scottsdale, AZ 85253
MTL Insurance Company	1200 Jorie Blvd. Oak Brook, IL 60522-9060
The Lincoln National Life Insurance Company	1300 South Clinton Street, 5C-00 Fort Wayne, IN 46802
Globe Life and Accident Insurance Company	3700 S. Stonebridge Drive

	McKinney, TX 75070
Family Heritage Life Insurance Company of America	3700 S. Stonebridge Drive McKinney, TX 75070
New York Life Insurance Company	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance Separate Account (Boli 30C)	51 Madison Avenue 2 nd Floor, Room 208 New York, NY 10010
Voya Retirement Insurance and Annuity Company (f/k/a ING Life Insurance and Annuity Company)	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
ReliaStar Life Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
Security Life of Denver Insurance Company	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
LEO 2013-1 LLC	c/o Voya Investment Management LLC 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327-4347
The Northwestern Mutual Life Insurance Company	720 East Wisconsin Avenue Milwaukee, WI 53202
The Guardian Life Insurance Company of America	7 Hanover Square New York, NY 10004
JUST RETIREMENT LIMITED	Vale House, Roebuck Close Bancroft Road, Reigate Surrey RH2 7RU, United Kingdom
METROPOLITAN LIFE INSURANCE COMPANY	1095 Avenue of the Americas New York, NY 10036
HARE & CO	c/o AXIS reinsurance Company 11680 Great Oaks Way, Suite 500 Alpharetta, GA 30022
CUDD and CO	c/o Symetra Life Insurance Company 777 108 th Avenue NE, Suite 1200

	Bellevue, WA 98004
NEW ENGLAND LIFE INSURANCE COMPANY	c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
MetLife Insurance Company of Connecticut, on behalf of its Separate Account SA (Structured Annuity)	Metlife Insurance Company of Connecticut, c/o Metropolitan Life Insurance Company 1095 Avenue of the Americas New York, NY 10036
VOYA INSURANCE AND ANNUITY COMPANY	5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327
KANE & CO	c/o John Hancock Financial Services 200 Berkeley Street Boston, MA 02116